

# CITY COUNCIL REPORT



Meeting Date: May 14, 2013  
General Plan Element: ***Public Services & Facilities***  
General Plan Goal: ***Provide reliable power and communication services that match the character of Scottsdale***

## ACTION

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Adopt Resolution 9402 authorizing Contract No. 2007-159-COS-A2, the Second Amendment to the Dark Fiber License Agreement with AGL Networks, LLC to install and operate a fiber-optic network in the City's rights-of-way.

## BACKGROUND

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### *Original Dark Fiber License Agreement*

In November 2007, Atlanta Gas & Light (AGL) Networks was granted a Dark Fiber License Agreement (2007-159-COS) to install a 22.25 mile dark fiber-optic network in the City's rights-of-way (ROW) in the general area of Perimeter Center, the Airpark and south along Scottsdale Road to Downtown Scottsdale. The original project was completed in August 2008 and AGL Networks has leased dark fiber to several major telecommunications companies and corporations.

The license agreement provided the City with several benefits, including the installation of communications conduit and a 144-fiber optic cable throughout the route for City use by the Intelligent Transportation System and the Information Technology Department. The cost of these improvements was \$708,974 and that amount was offset against the annual linear foot fee rate the City assessed AGL Networks to have their dark fiber system in the ROW.

Due to AGL Networks' standing as a dark fiber company, the City assessed an annual linear foot fee for their fiber cable in the ROW. The annual linear foot fee was initially set at \$1.81 per linear foot and is \$2.01 per linear foot as of September 2012.

### *Zaya Group Acquires AGL Networks*

In February 2010, AGL Networks approached the City to transfer their Dark Fiber License Agreement to Zayo Group, LLC. The City's Consent to Assignment was completed on June 15, 2010.

*Zayo Group Obtains Certificate of Convenience & Necessity*

In January 2011, Zayo Group submitted an application for a Certificate of Convenience & Necessity (CC&N) from the Arizona Corporation Commission (Commission). The application was for Zayo Group to provide facilities-based local exchange services and facilities-based intra-LATA services. The Commission granted Zayo Group a CC&N on August 24, 2011.

*Zayo Group Plans in Scottsdale*

In September 2011, Zayo Group contacted City staff to determine the process for amending their Dark Fiber License Agreement to allow Zayo to install approximately 65 miles of conduit and fiber optic cables in the City's ROW. The routes are focused along the Shea Boulevard and Cactus Road corridors to the south and from Perimeter Center to Cave Creek in the northern section using paths along Scottsdale Road, Hayden Road and Pima Roads.

*Regulatory Framework – Dark Fiber and Telecommunications Services*

Zayo's installation of 65 miles of fiber optic cables significantly expands their network from the original 22 miles that was installed in 2008. Due to the differences in regulatory schemes for a Dark Fiber License (original license granted to AGL/Zayo) and a Wireline Telecommunications License (what Zayo is eligible to obtain for the 65 miles due their CC&N from the Arizona Corporation Commission), the 22 miles of dark fiber that was installed and operated in the City's ROW is subject to an annual linear foot fee, however, the new fiber optic cables that Zayo is installing (first amendment and second amendment) are not subject to a linear foot fee. The City and Zayo agreed that amendments to the dark fiber license shall operate within the two regulatory frameworks.

*First Amendment (2007-159-COS-A1) approved May 22, 2012*

Some of the key points from the first amendment to the dark fiber license agreement included:

- 1) City owns and operates the 22 miles of City Plant that was installed under the original license agreement for City.
- 2) Zayo pays the City the current annual linear foot fee rate of \$1.97 (subject to annual CPI increases) for a four (4) mile section of City conduit on Scottsdale Road.
- 3) Zayo pays the City of Scottsdale a new annual linear foot fee of 40 cents (subject to annual CPI increases) for 14.38 miles of City conduit that it uses in the new segments
- 4) Zayo providing the City with 36 strands of fiber optics for City and governmental uses for the 65 miles in the new segments. The approximate value is \$3.51M annually.
- 5) Zayo installing 58 "pull boxes" that meet the requirements of Arizona Department of Transportation #9 pull boxes. Zayo included the cost of installing 35 pull boxes at no cost to the City; however the City will pay Zayo \$3,000 for each of the 23 additional pull boxes (\$69,000 total).

At this time, Zayo is installing conduit and fiber optic cables on a route approved in the first amendment to provide backhaul services to wireless communications facilities (a.k.a., cell sites) for wireless companies that provide services to residents, visitors and businesses in Scottsdale.

***2012 Route Changes Initiated by Zayo***

In September 2012, Zayo reviewed the routes that were approved in the first amendment to the license and determined that changes were required in all 10 segments. The changes in four of the segments were significant while the modifications in the other segments involved smaller changes. Additionally, Zayo is proposing the addition of a new 4-mile segment to connect with their original network in the downtown area – bringing the total to 69 miles of fiber in the second amendment.

***Zayo Group – License Second Amendment Issues***

In addition to the considerations in the first amendment to the License, this second amendment includes the following requirements that the City and AGL/Zayo have agreed to:

- 1) Zayo will increase the total linear footage of City-owned conduit that it is leasing at an annual linear foot fee of 40 cents (2012 rate, subject to annual CPI increases) from 14.38 miles to 23.67 miles (124,980 feet).
- 2) Zayo will install 59 “pull boxes” that meet the requirements of Arizona Department of Transportation #9 pull boxes and terminate 12 strands of fiber to 47 City traffic cabinets. Zayo will install all 59 pull boxes (value of \$177,000) and the 47 fiber terminations (value of \$70,500) at no cost to the City with a total value of \$247,500.
- 3) Zayo is adding a new 4-mile segment for the installation of conduit and fiber in the area of Scottsdale Stadium, south to McDowell Road and then East to 86<sup>th</sup> Street.

The ability of the City’s ITS and IT Departments to utilize the additional 69 miles of fiber optic cables has a significant impact on our ability to reduce costs for monitoring and controlling traffic flow and traffic signal operations as well as provide internal data and telecommunications services to fire stations, public safety radio communications sites, parks and libraries.

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**ANALYSIS & ASSESSMENT**

**Recent Staff Action**

The ITS Department and IT Department have worked with Zayo on the routes, location of pull boxes and installation timeframes. The City’s Inspections Services Division is prepared to review Zayo’s plans, issue permits and inspect the installation work.

**Policy Implications**

The proposed amendment to the dark fiber license agreement is a blend of two different regulatory frameworks that provide the telecommunications company and the City with terms, requirements and benefits that both parties are able to work within.

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**RESOURCE IMPACTS**

**Staffing, Workload Impact**

The Inspections Services staff is prepared to review the plans, issue permits and inspect the 69 miles of construction work for this project without increase in costs or overtime. The ITS and IT Departments are prepared to activate and operate the fiber strands in the new segments without additional costs for staff or overtime.

### **Maintenance Requirements**

Zayo is responsible for the costs to maintain and repair the 69 miles of fiber optic cables for the City.

### **Future Budget Implications**

The City received payment of \$81,734 for the conduit lease in the original dark fiber network. With this second amendment, the City will receive fee payments annually from Zayo for the use of City-owned conduit; the total of the use fees will not be less than \$92,000 and these fees are subject to CPI increases each year.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Adopt Resolution 9402 authorizing Contract No. 2007-159-COS-A2, the Second Amendment to the Dark Fiber License Agreement with AGL Networks, LLC to install and operate a fiber-optic network in the City's rights-of-way.

## **RESPONSIBLE DEPARTMENT(S)**

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Information Technology

Transportation (Intelligent Transportation Systems)

## **STAFF CONTACTS (S)**

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Kevin Sonoda, Telecommunications Policy, ksonoda@scottsdaleaz.gov

## **APPROVED BY**

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\_\_\_\_\_  
Bradley Hartig, Executive Director – IT  
480-312-7615  
[bhartig@scottsdaleaz.gov](mailto:bhartig@scottsdaleaz.gov)

4/30/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Derek Earle, Acting Executive Director – Public Works  
480-312-5555  
[dearle@scottsdaleaz.gov](mailto:dearle@scottsdaleaz.gov)

4.30.13  
\_\_\_\_\_  
Date

## **ATTACHMENTS**

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1. Resolution 9402
2. Contract No. 2007-159-COS-A2

**RESOLUTION NO. 9402**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,  
MARICOPA COUNTY, ARIZONA, AUTHORIZING A SECOND  
AMENDMENT TO DARK FIBER LICENSE AGREEMENT NO. 2007-159-  
COS-A2 WITH ZAYO GROUP LLC**

(AGL dark fiber (Zayo))

**WHEREAS:**

A. City of Scottsdale ("Licensor") and AGL Networks LLC, a Delaware limited liability company ("Original Licensee") were the original parties to that certain Dark Fiber License Agreement (Contract No. 2007-159-COS) regarding public street right-of-way and utility easements dated November 20, 2007, (the "Original Agreement").

B. Pursuant to that certain Request for Consent to Assignment dated June 15, 2010, Original Licensee assigned to Zayo Group, LLC, a Delaware limited liability company ("Licensee") its rights under the Original Agreement.

C. The Original Agreement was subsequently amended by that certain First Amendment to Dark Fiber License Agreement (the "First Amendment") dated May 22, 2012 between Licensor and Licensee.

D. Licensor and Licensee have now mutually decided that the purposes of the Original Agreement can be better achieved by amending the Original Agreement to modify Licensor's and Licensee's financial, construction and operational obligations.

E. The City Council has considered the City expenditure authorized by this Agreement and the direct consideration that City will receive and finds that there is a clearly identified public purpose for City's expenditure and that City will receive direct consideration substantially equal to its expenditure.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Mayor is authorized to execute on behalf of the City of Scottsdale the Second Amendment to Dark Fiber License Agreement No. 2007-159-COS-A2 in the form the City Council approved at the meeting in which this resolution is adopted.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

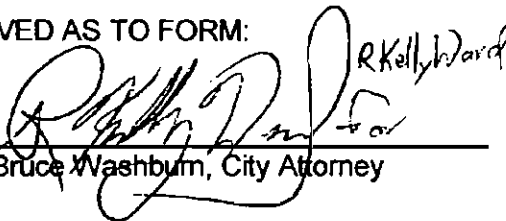
CITY OF SCOTTSDALE, an Arizona  
municipal Corporation

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

ATTEST:

By: \_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Bruce Washburn, City Attorney

SECOND AMENDMENT TO DARK FIBER LICENSE AGREEMENT

THIS SECOND AMENDMENT TO DARK FIBER LICENSE AGREEMENT (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by City of Scottsdale, an Arizona municipal corporation ("Licensor") and Zayo Group, LLC, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensor and AGL Networks LLC, a Delaware limited liability company ("Original Licensee") were the original parties to that certain Dark Fiber License Agreement (Contract No. 2007-159-COS) regarding public street right-of-way and utility easements dated November 20, 2007 (the "Original Agreement").

B. Pursuant to that certain Request for Consent to Assignment dated June 15, 2010, Original Licensee assigned to Licensee its rights under the Original Agreement.

C. Licensor is the licensor and Licensee warrants and represents to Licensor to be the successor to Original Licensee.

D. Pursuant to paragraph 2.2 of the Original Agreement, the parties have exercised the first extension, which runs until November 20, 2017.

E. The Original Agreement was subsequently amended by that certain First Amendment to Dark Fiber License Agreement (the "First Amendment") dated May 22, 2012 between Licensor and Licensee.

F. Pursuant to paragraph 1.6 and the First Amendment, certain New Segments (the "First Amendment Segments") were added to the Original Agreement.

G. Licensor and Licensee have now mutually decided that the purposes of the Original Agreement can be better achieved by amending the Original Agreement to modify Licensor's and Licensee's financial, construction and operational obligations.

H. Undefined terms capitalized in this Amendment have the meanings assigned in the Original Agreement. Unless otherwise specified, exhibit references refer to the exhibits attached to the Original Agreement.

I. No other amendments have been made to the Original Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, Licensee and Licensor agree as follows:

1. Changes to Limitation on Use of City Plant The following changes are made to the provisions of the Original Agreement that limit use of the City Plant:

10382076v10

1.1 In paragraph 1.3 of the Original Agreement, in the first sentence, delete the words "For a period ending five (5) years after the date of this Agreement".

1.2 Insert a new paragraph 1.3.3 in the Original Agreement as follows:

1.3.3 As to the Segments originally included in this Agreement prior to any amendments, this paragraph shall apply until November 20, 2007. As to all New Segments, this paragraph shall apply during the entire term of this Agreement.

2. Change to Process for Adding New Segments. In paragraph 1.6.4 of the Original Agreement, terminate the first sentence after the words "paragraph".

3. Change to Limitation on Use of Private Plant. Delete paragraph 4.4 of the Original Agreement, and replace it with a new paragraph 4.4 as follows:

4.4 Data Devices. Licensee or its customers may elect to own, provide or operate modems or other devices connected to the Private Plant for modulating, demodulating, switching or otherwise introducing, receiving or otherwise transmitting, detecting or directing data signals to or from the fiber optic cable (collectively, "Data Devices"). All Data Devices attached to the Private Plant shall be located outside the Use Areas. Data Devices do not include splices or optical repeaters that do nothing other than increase the strength of a signal. Data devices do not include items that are only used to test, diagnose or repair the Private Plant.

4. Changes to First Amendment Segments. The First Amendment segments are changed as follows:

4.1 The names and numbers of the First Amendment Segments are unchanged.

4.2 Notwithstanding the First Amendment, the general route of the First Amendment Segments is shown by the map attached hereto as **Schedule 1**. Such map is hereby attached to the end of Exhibit "A" to the Original Agreement. Such new general route map replaces the general route map for the First Amendment Segments that was attached to the First Amendment as its Schedule 1.

4.3 Notwithstanding the First Amendment, the Segment Maps for each First Amendment Segment are attached hereto as **Schedule 2**. Such Segment Maps are hereby attached to the end of Exhibit "B" to the Original Agreement. Such new Segment Maps replace the Segment Maps for the First Amendment Segments that were attached to the First Amendment as its Schedule 2.

4.4 Notwithstanding the First Amendment, the Segment Requirements for each First Amendment Segment are attached hereto as **Schedule 3**. Such Segment Requirements are hereby attached to the end of Exhibit "C" to the Original Agreement. Such new Segment Requirements replace the Segment Requirements for the First Amendment Segments that were attached to the First Amendment as its Schedule 3.



5. Second Amendment Segments Added. Pursuant to paragraph 1.6, certain New Segments (the "Second Amendment Segments") are added to the Original Agreement as follows:

5.1 The names and numbers of the Second Amendment Segments are as follows:

<u>Segment Number</u>	<u>Segment Name</u>
28	Miller McDowell

5.2 The general route of the Second Amendment Segments is shown by the map attached hereto as **Schedule 4**. Such map is hereby attached to the end of Exhibit "A" to the Original Agreement.

5.3 The Segment Maps for each Second Amendment Segment are attached hereto as **Schedule 5**. Such Segment Maps are hereby attached to the end of Exhibit "B" to the Original Agreement.

5.4 The Segment Requirements for each Second Amendment Segment are attached hereto as **Schedule 6**. Such Segment Requirements are hereby attached to the end of Exhibit "C" to the Original Agreement.

6. Typographical Error. In paragraph 1.6.4 of the Original Agreement, in the parenthetical near the end of the second to last sentence, capitalize the word "requirements".

7. Miscellaneous Provisions Regarding this Amendment. The parties also agree as follows:

7.1 Recording. This Amendment shall not be recorded.

7.2 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

7.3 Integration. This Amendment constitutes the entire agreement between the parties with respect to amending the Original Agreement and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence and memoranda or representation regarding amending the Original Agreement.

7.4 Licensee's Prior Assignees. Licensee warrants and represents that Licensee has not assigned to anyone any rights under the Original Agreement and is the sole holder of all rights of Licensee under the Original Agreement.

7.5 Third Party Beneficiaries. There are no third party beneficiaries to this Amendment or the Original Agreement.

7.6 Takings Waiver. Licensee makes a limited waiver regarding certain laws (collectively the "Property Value Laws") as follows:

7.6.1 The Property Value Laws are "Proposition 207" (also known as the "Private Property Rights Protection Act"), A.R.S. 12-1131, et.seq., the Arizona and United States constitutional takings clauses, and all other statutes, regulations and other laws and legal doctrines that may require a city to provide any compensation, "diminution in value", "just compensation" or other amount or remedy to a land owner when the city approves a land use law or takes other action that an owner may argue reduces the use or value of property (such as approving this Amendment or the Original Agreement).

7.6.2 Licensee waives and completely releases City from any and all financial or other loss, injury, causes of action and other claims of every description that Owner may have now or in the future under the Property Value Laws because of this Amendment or the Original Agreement as amended.

7.6.3 Licensee also makes this waiver as to any nearby property in which Licensee may have an interest.

7.6.4 Licensee has voluntarily requested that City enter into this Amendment.

7.6.5 This waiver shall be binding upon all present and future owners of any portion of the Private Plant or Licensee's rights under the Original Agreement.

EXECUTED as of the date first given above.

**LICENSEE:** ZAYO GROUP, LLC, a Delaware limited liability company

By: 

Its: General Counsel, KFTI

**LICENSOR:** CITY OF SCOTTSDALE, an Arizona municipal corporation

By: \_\_\_\_\_

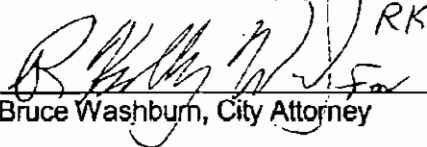
W. J. "Jim" Lane, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:  RKelly Ward  
Bruce Washburn, City Attorney

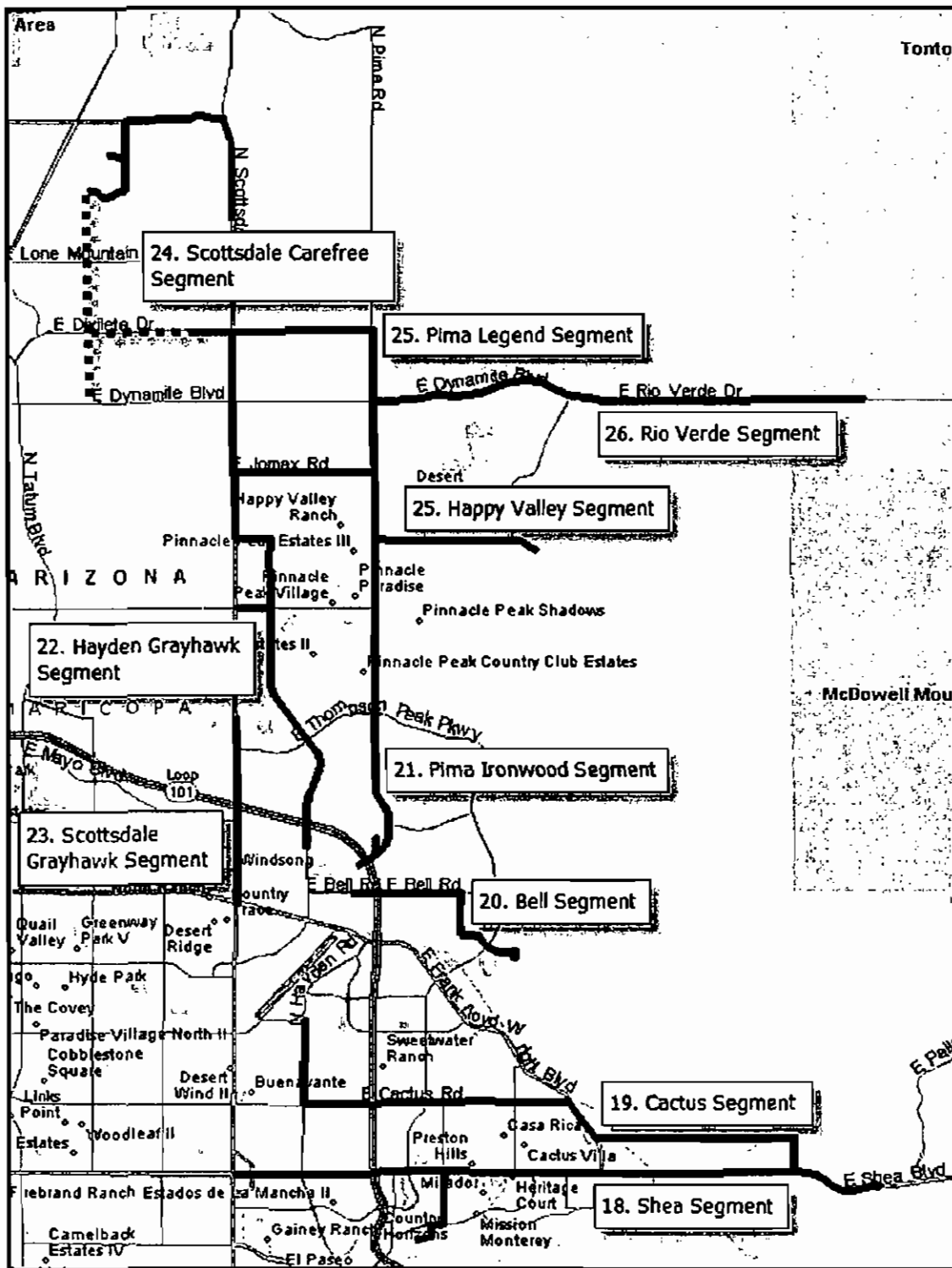
  
Brad Hartig, Executive Director,  
CIO, Information Technology

# TABLE OF SCHEDULES TO SECOND AMENDMENT

<u>Schedule</u>	<u>Paragraph of Amendment</u>	<u>Responsibility to Provide</u>	<u>Description</u>
1	4.2	city contract administrator and licensee	Map of Route Overview for the First Amendment Segments
2	4.3	city contract administrator and licensee	Segment Maps for the First Amendment Segments
3	4.4	city contract administrator and licensee	Segment Requirements for the First Amendment Segments
4	5.2	city contract administrator and licensee	Map of Route Overview for the Second Amendment Segments
5	5.3	city contract administrator and licensee	Segment Maps for the Second Amendment Segments
6	5.4	city contract administrator and licensee	Segment Requirements for the Second Amendment Segments

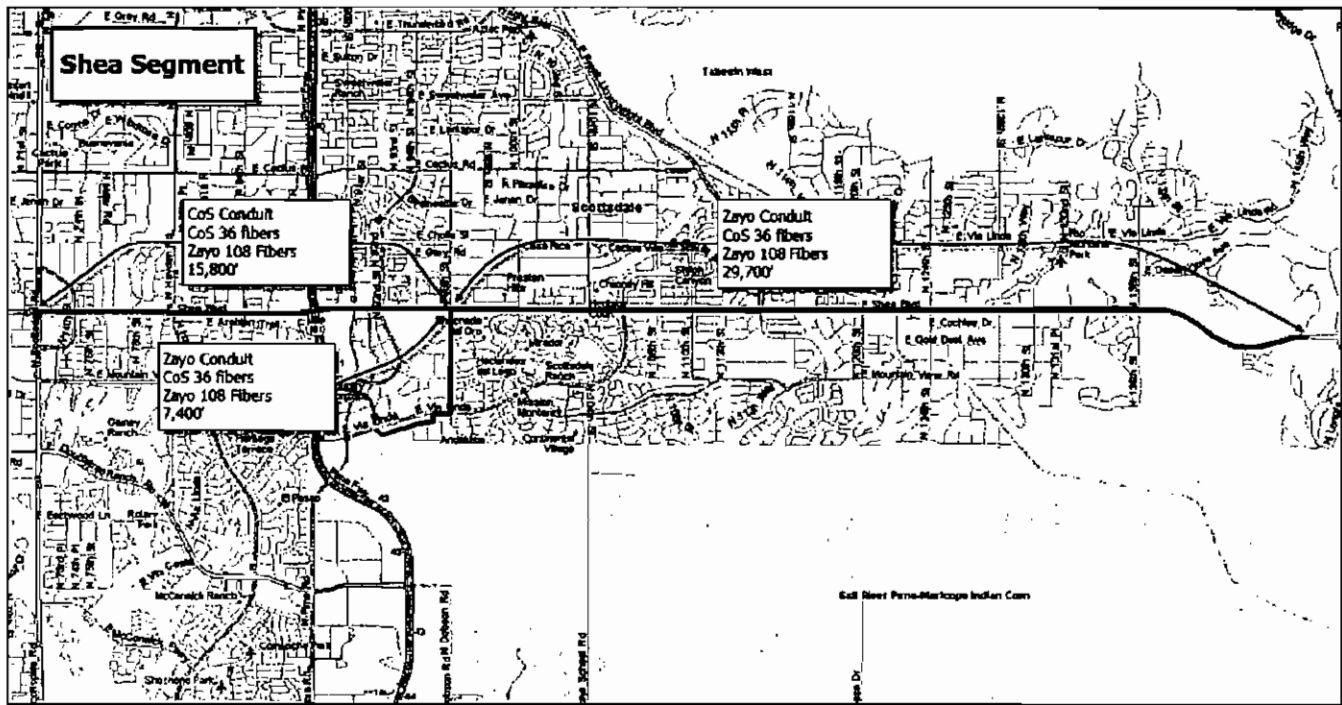
# Route Overview Map

## First Amendment Route Segments



----- Indicates the portion of the route that is outside of City limits.

## 18. Shea Segment

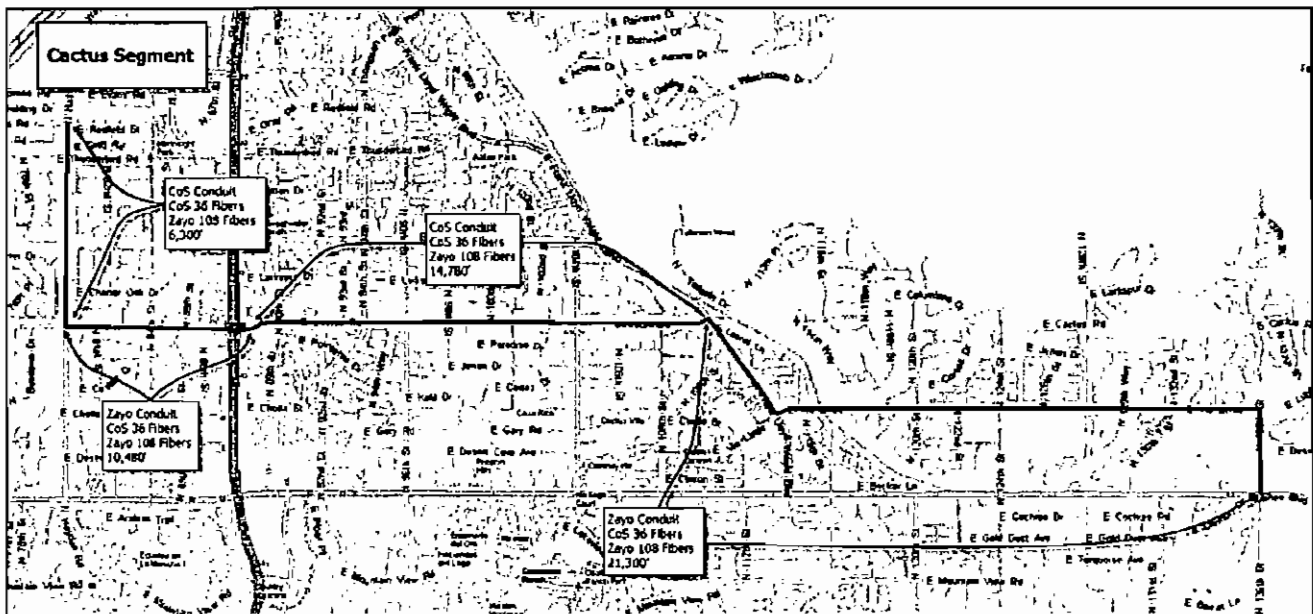


### Route Description:

Starting at the intersection of Scottsdale Road & Shea Boulevard in City conduit, heading east on Shea Boulevard to the intersection of 96<sup>th</sup> Street & Shea Boulevard – approximately 15,800 feet. Then from 96<sup>th</sup> Street & Shea in Zayo conduit to the City/Fountain Hills City Limit Line at 144<sup>th</sup> Street – approximately 29,700 feet.

From the intersection of 96<sup>th</sup> Street & Shea Boulevard, continue south on 96<sup>th</sup> Street in Zayo conduit to the intersection of 96<sup>th</sup> Street & Via Linda, then west on Via Linda to 95<sup>th</sup> Street, then south on 95<sup>th</sup> Street to San Salvador Drive, then west on San Salvador to an existing City at the intersection of 91<sup>st</sup> Street & Via Linda – approximately 7,400 feet.

## 19. Cactus Segment

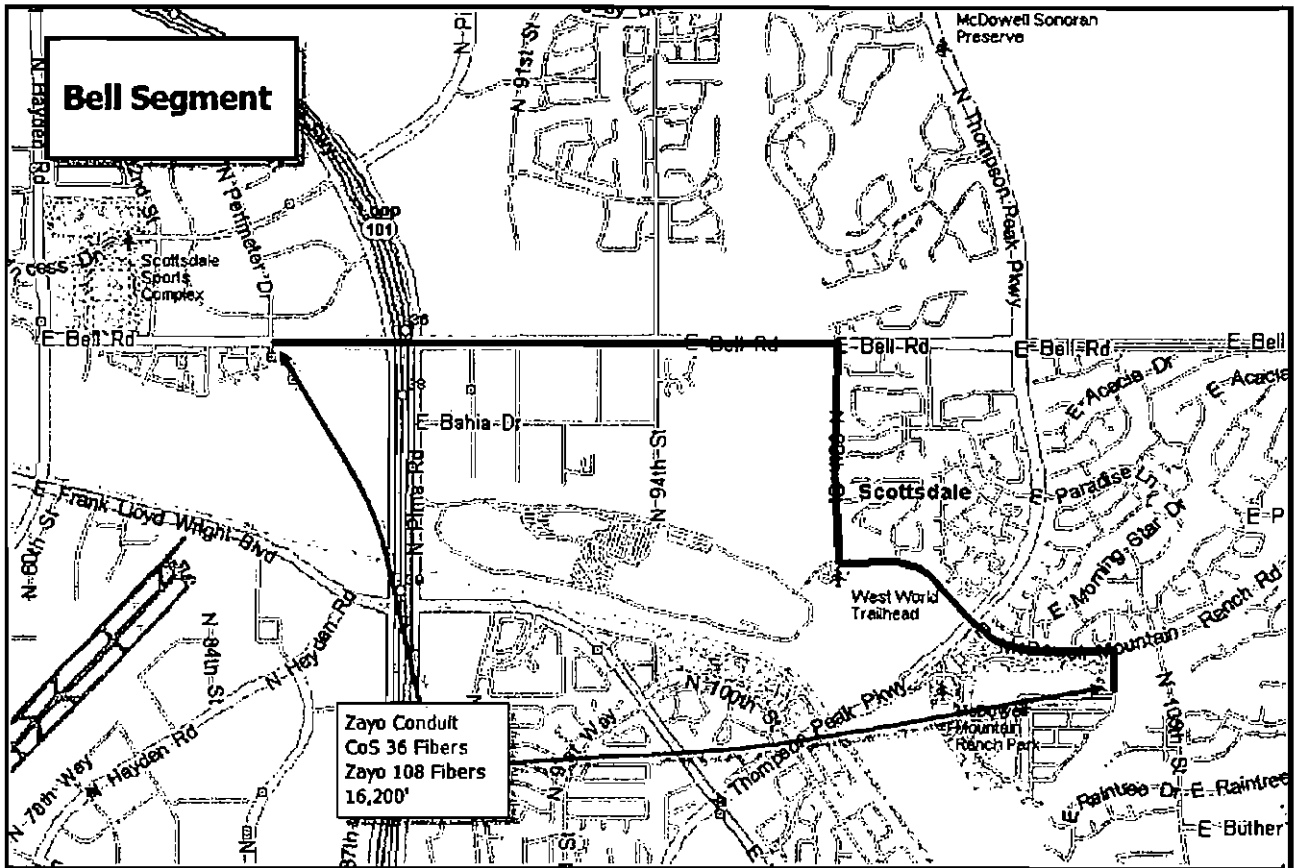


### Route Description:

Starting at the intersection of Hayden Road & Redfield Road in existing City conduit, heading south on Hayden Road to the intersection of Hayden Road & Cactus Road – approximately 6,300 feet. Continuing in Zayo conduit from the intersection of Hayden Road & Cactus Road to the east side of Loop 101 & Cactus Road – approximately 10,480 feet. The in City conduit from the east side of Loop 101 & Cactus Road, heading east to the intersection of Cactus Road and Frank Lloyd Wright Boulevard – approximately 14,780 feet.

Continuing in Zayo conduit from the intersection of Cactus Road & Frank Lloyd Wright Boulevard, southeast on Frank Lloyd Wright Boulevard to Via Linda Drive, then east on Via Linda Drive to 136<sup>th</sup> Street, then south on 136<sup>th</sup> Street to the intersection of 136<sup>th</sup> Street & Shea Boulevard – approximately 21,300 feet.

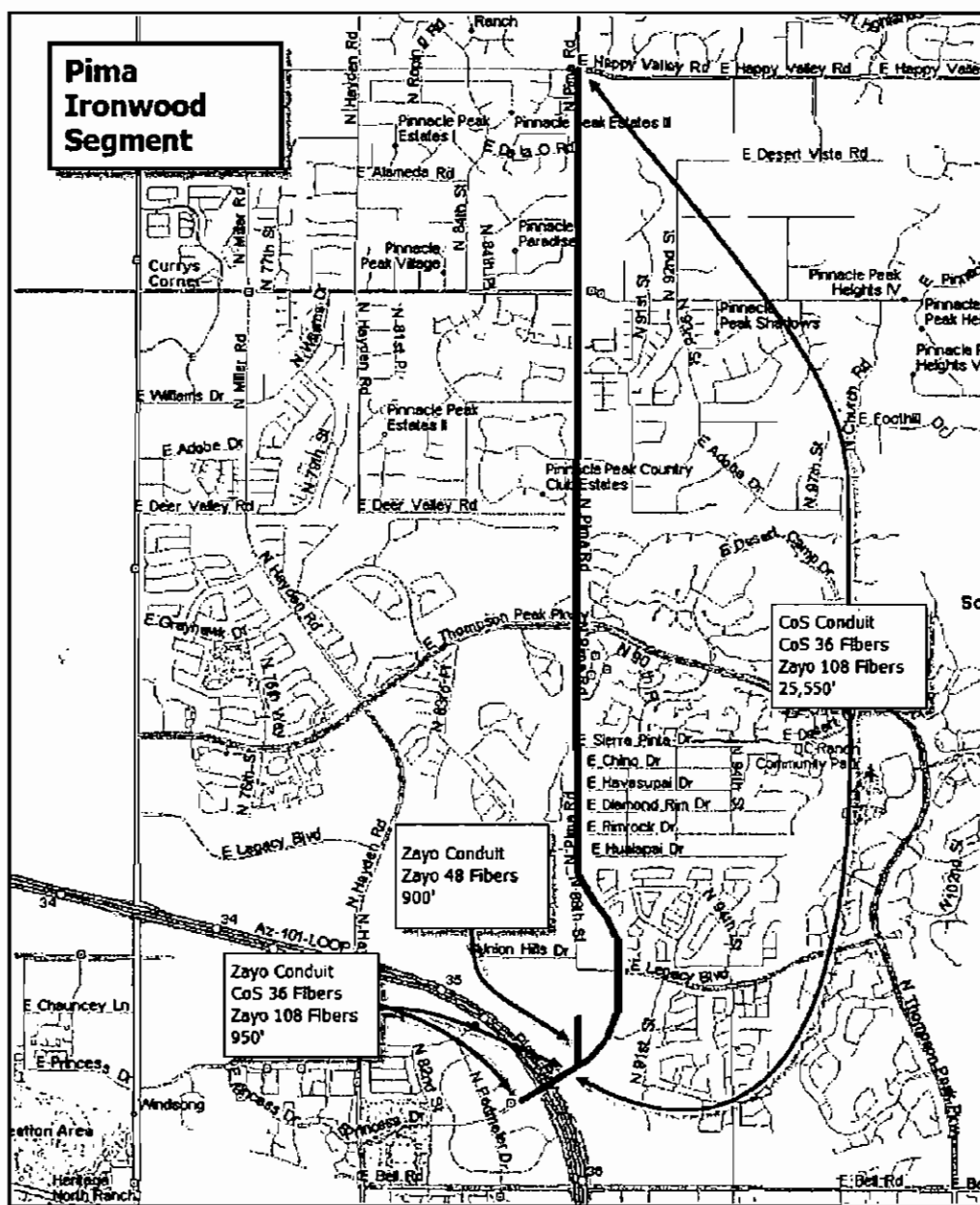
## 20. Bell Segment



Starting at the intersection of Perimeter Drive & Bell Road in Zayo conduit, heading east on Bell Road to the intersection of Bell Road & 98<sup>th</sup> Street, then south on 98<sup>th</sup> Street to McDowell Mountain Ranch Road, then east on McDowell Mountain Ranch Road to 104<sup>th</sup> Street, then south on 104<sup>th</sup> Street for 600' – approximately 16,200 feet.



## 21. Pima Ironwood Segment

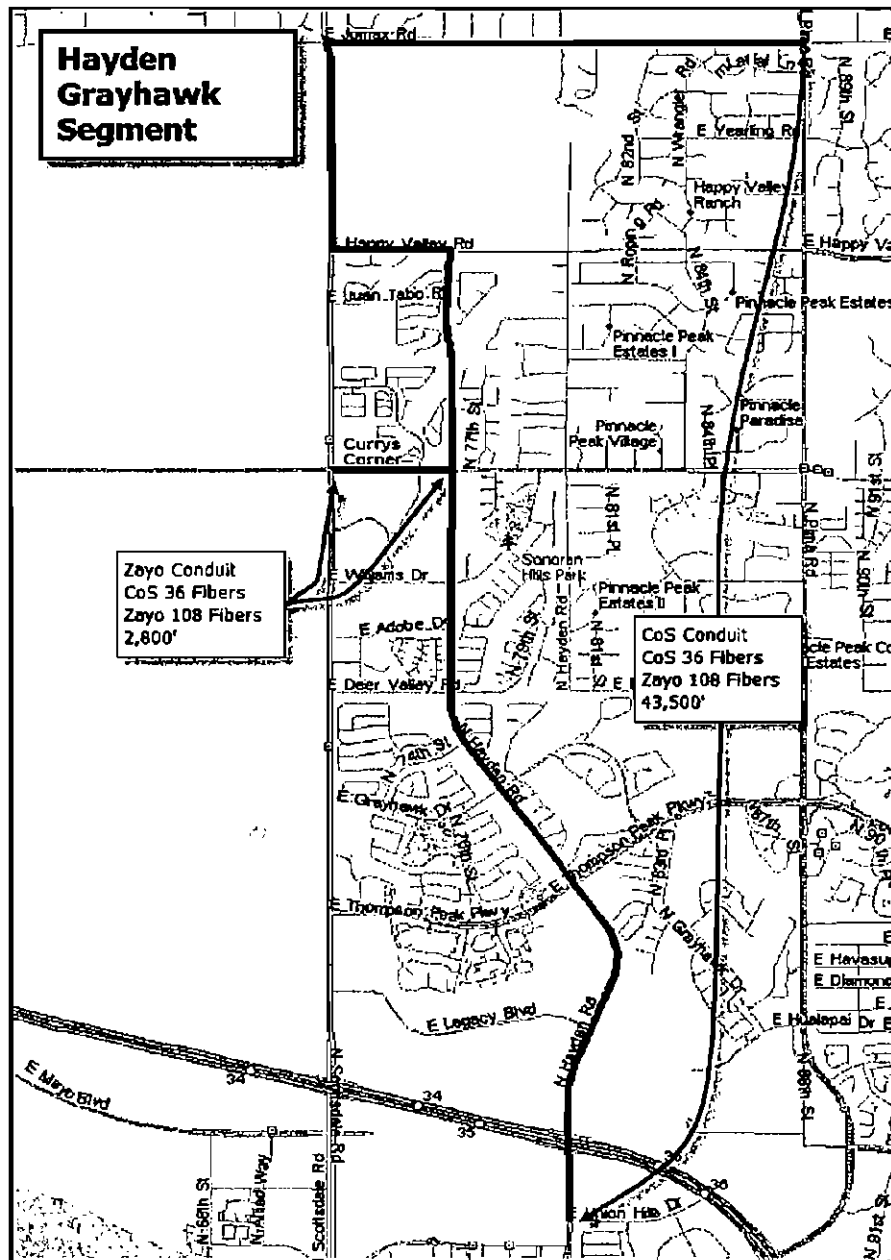


### Route Description:

Starting on Princess Drive west of Loop 101, in Zayo conduit to the east side of Loop 101 – approximately 950 feet, then continue in City conduit north on Pima Road to the intersection of Pima Road & Happy Valley Road – approximately 25,550 feet.

On Pima Road east of Loop 101, in Zayo conduit going north on the Old Pima Road alignment approximately 900 feet.

## 22. Hayden Grayhawk Segment

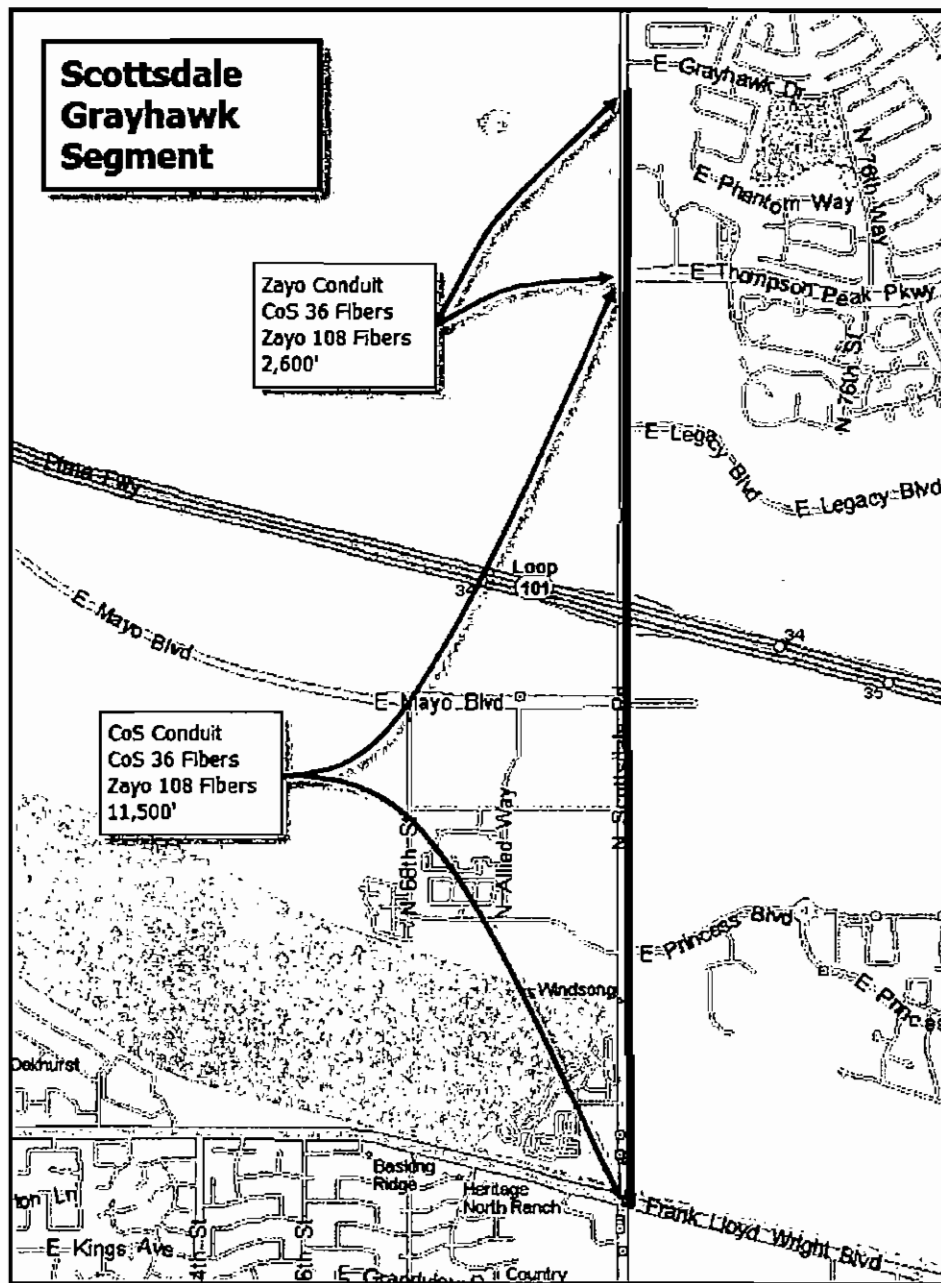


### Route Description:

Starting at the intersection of Hayden Road & Union Hills in City conduit, continue north on Hayden Road which turns into Miller Road to Happy Valley Road, then west on Happy Valley Road to Scottsdale Road, then north on Scottsdale Road to Jomax Road, then east on Jomax Road to the intersection of Jomax Road & Pima Road – approximately 43,500 feet.

At the intersection of Miller & Pinnacle Peak, place Zayo conduit west on Pinnacle Road to the Scottsdale/Phoenix city limit line just west of Scottsdale Road – approximately 2,800 feet.

### 23. Scottsdale Grayhawk Segment

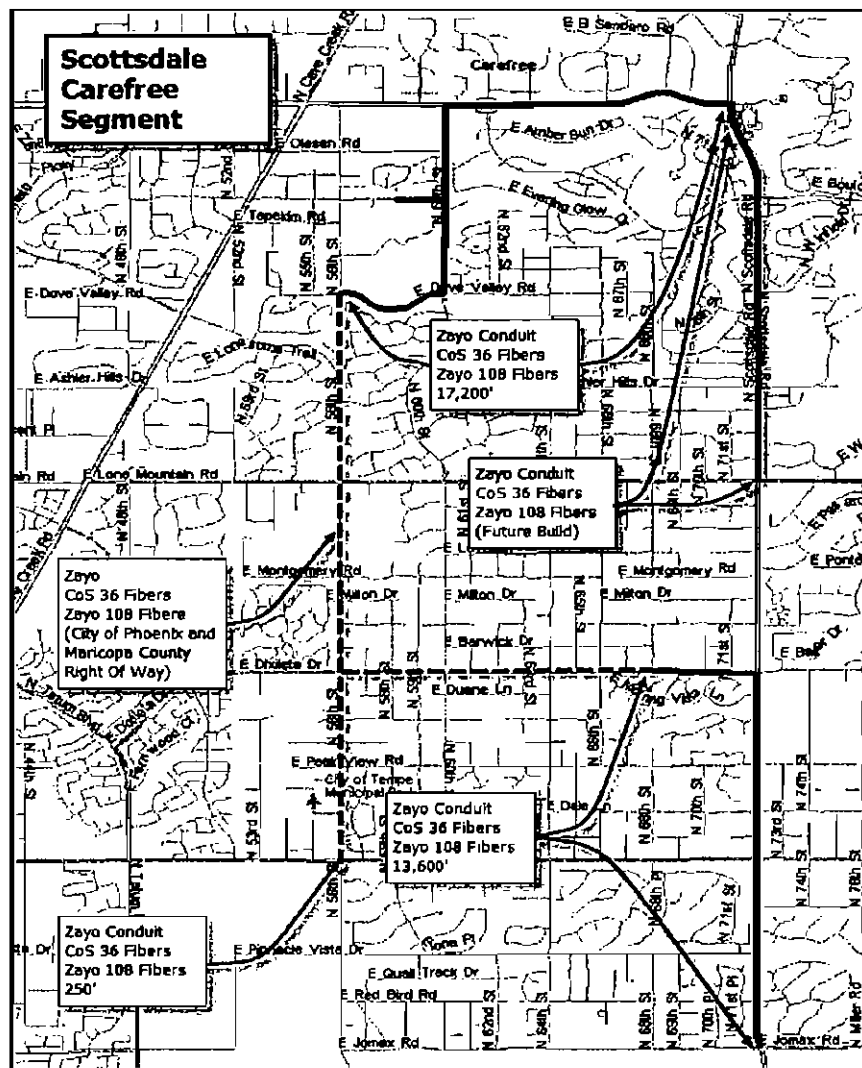


**Route Description:**

Starting at the intersection of Scottsdale Road & Frank Lloyd Wright Boulevard in City conduit, continue north on Scottsdale Road to the intersection of Scottsdale Road & Thompson Peak Parkway – approximately 11,500 feet.

**At the intersection of Scottsdale Road & Thompson Peak Parkway, place Zayo conduit heading north on Scottsdale Road to just south of Grayhawk Drive – approximately 2,600 feet.**

## 24. Scottsdale Carefree Segment



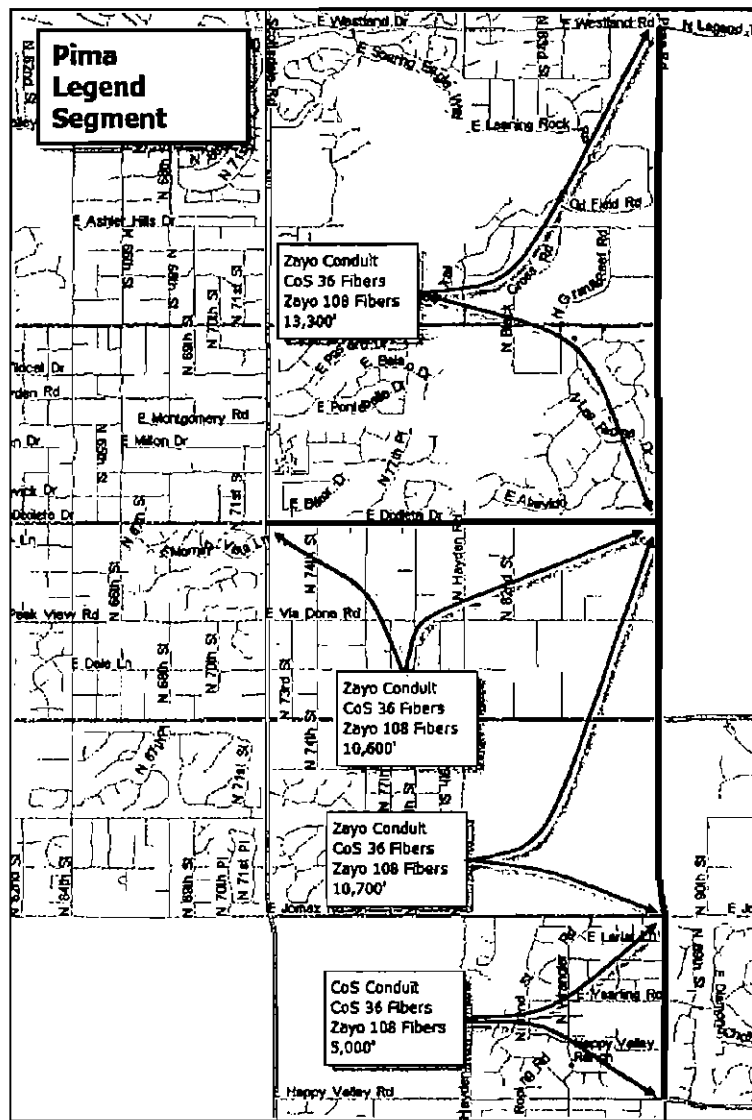
### Route Description:

Starting at the intersection of Scottsdale Road & Jomax Road in Zayo conduit, continue north on Scottsdale Road to the intersection of Scottsdale Road & Dixileta Drive then west on Dixileta Drive to the Scottsdale/Maricopa County city limits line at 66<sup>th</sup> Street – approximately 13,600 feet. From the southeast corner of 56<sup>th</sup> Street & Dynamite Boulevard continue north on 56<sup>th</sup> Street to the Scottsdale/Maricopa County city limits line – approximately 250 feet.

**At the intersection of 56<sup>th</sup> Street & Dove Valley Road in Zayo conduit, continue east on Dove Valley Road to 60<sup>th</sup> Street then north on 60<sup>th</sup> Street to Carefree Highway then east on Carefree Highway to the intersection of Scottsdale Road & Carefree Highway – approximately 17,200 feet.**

**(Future Build) From the intersection of Scottsdale Road & Carefree Highway in Zayo conduit heading south on Scottsdale Road to the intersection of Scottsdale Road & Lone Mountain Road will be a future build fiber route.**

## 25. Pima Legend Segment



### Route Description:

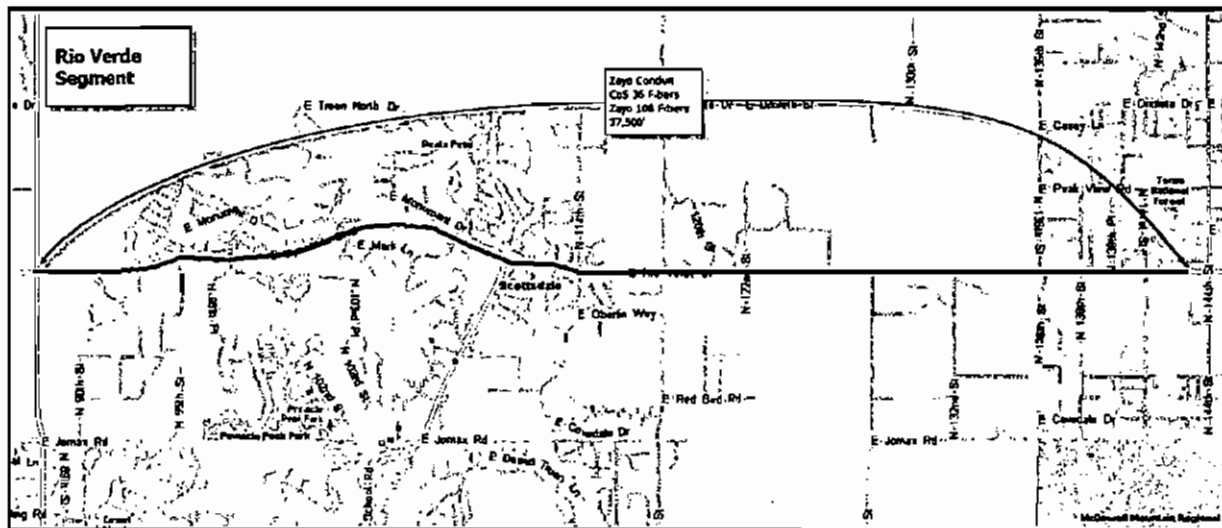
Starting at the intersection of Pima Road & Happy Valley Road in City conduit, continue north on Pima Road to the intersection of Pima Road & Jomax Road – approximately 5,000 feet. Continue north on Pima Road from the intersection of Pima Road & Jomax Road in Zayo conduit to the intersection of Pima Road & Dixileta Drive – approximately 10,700 feet.

From the intersection of Pima Road & Dixileta Drive the segment splits into two segments;

**Segment 1** - From the intersection of Pima Road & Dixileta Drive, continue north on Pima Road in Zayo conduit to the intersection of Pima Road & Westland Drive – approximately 13,300 feet.

**Segment 2** - From the intersection of Pima Road & Dixileta Drive, continue west on Dixileta Drive in Zayo conduit to the intersection of Scottsdale Road & Dixileta Drive – approximately 10,600 feet.

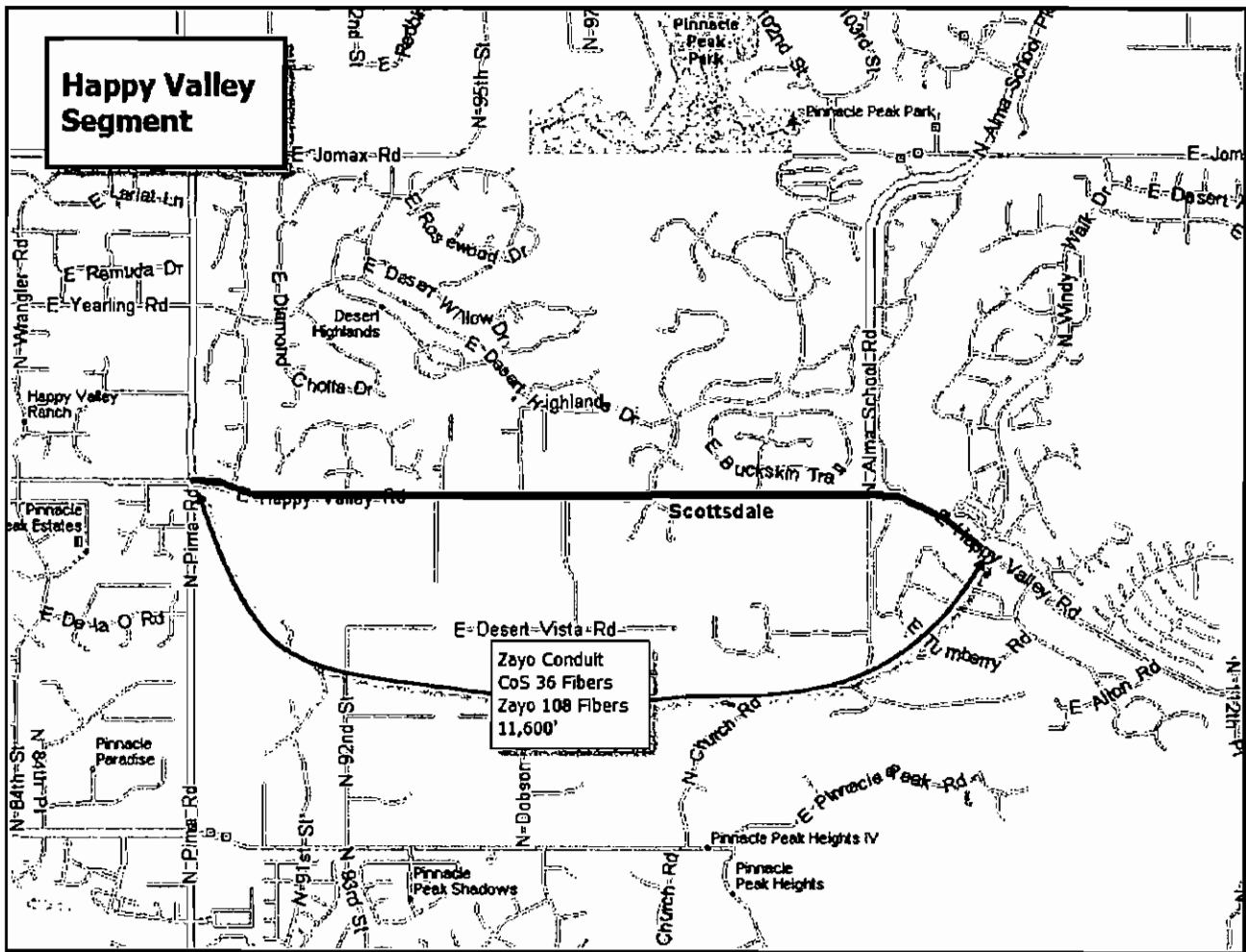
## 26. Rio Verde Segment



**Route Description:**

Starting at the intersection of Pima Road & Dynamite Boulevard with new Zayo conduit, heading east on Dynamite Boulevard to the Scottsdale/Maricopa County city limit line at 142<sup>nd</sup> Street – approximately 37,500 feet.

## 27. Happy Valley Segment



**Route Description:**

**Starting at the intersection of Pima Road & Happy Valley Road with new Zayo conduit, heading east on Happy Valley Road to just east of Happy Valley Road & Windy Walk Drive – approximately 11,600 feet.**

## 18. SHEA Segment Requirements

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 Fiber optic cable on Shea Boulevard from Scottsdale Road to 96<sup>th</sup> Street.
- 1.2 Conduit on Shea Boulevard from Scottsdale Road to 96<sup>th</sup> Street
- 1.3 ADOT #9 Pull boxes at various locations along Shea Blvd between Scottsdale Road and 96<sup>th</sup> Street.
- 1.4 All Appurtenances to such items.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of 96<sup>th</sup> Street and Shea Boulevard, proceeding east to 144th Street alignment and Shea Boulevard.
- 2.2 One (1) fiber optic cable from the intersection of Scottsdale Road and Shea Boulevard, proceeding east to 144th Street alignment and Shea Boulevard.
- 2.3 One (1) conduit from the intersection of 96<sup>th</sup> Street and Shea Boulevard, proceeding south to Via Linda, then west on Via Linda to 95st Street, then south on 95st Street to San Salvador Drive, then west to the intersection of 91<sup>st</sup> Street & Via Linda.
- 2.4 One (1) fiber optic cable from the intersection of 96<sup>th</sup> Street and Shea Boulevard, proceeding south to Via Linda, then west on Via Linda to 95st Street, then south on 95st Street to San Salvador Drive, then west to the intersection of 91<sup>st</sup> Street & Via Linda.
- 2.5 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) 102<sup>nd</sup> Street & Shea Blvd – variable message sign on the north side of Shea
  - 2) Northwest corner of Via Linda & Shea Boulevard
  - 3) Southwest corner of 110<sup>th</sup> Street & Shea Boulevard
  - 4) Southeast corner of Frank Lloyd Wright Boulevard & Shea Boulevard
  - 5) Southeast corner of 124<sup>th</sup> Street & Shea Boulevard
  - 6) Southeast corner of 130<sup>th</sup> Street & Shea Boulevard
  - 7) Southeast corner of 134<sup>th</sup> Street & Shea Boulevard
  - 8) Southeast corner of 136<sup>th</sup> Street & Shea Boulevard
  - 9) Southwest corner of 142<sup>nd</sup> Street & Shea Boulevard
  - 10) Southwest corner of 96<sup>th</sup> Street & Mountain View Road

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11) Southwest corner of 96<sup>th</sup> Street & Via Linda

2.6 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licensor. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensor. All terminations shall be part of City Plant.

- 1) 102<sup>nd</sup> Street & Shea at variable message sign on the north side of Shea
- 2) Northwest corner of Via Linda & Shea Boulevard
- 3) Southwest corner of 110<sup>th</sup> Street & Shea Boulevard
- 4) Southeast corner of Frank Lloyd Wright Boulevard & Shea Boulevard
- 5) Southeast corner of 124<sup>th</sup> Street & Shea Boulevard
- 6) Southeast corner of 130<sup>th</sup> Street & Shea Boulevard
- 7) Southeast corner of 134<sup>th</sup> Street & Shea Boulevard
- 8) Southeast corner of 136<sup>th</sup> Street & Shea Boulevard
- 9) Southwest corner of 96<sup>th</sup> Street & Mountain View Road
- 10) Southwest corner of 91<sup>st</sup> Street & Via Linda
- 11) Southwest corner of 96<sup>th</sup> Street & Via Linda

2.7 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.

2.8 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.

2.8.1 In this segment, the Licensee shall connect the Licensor's 36 strands of fiber in the Shea Segment with the 36 strands of fiber in the Cactus Segment at the intersection of 136<sup>th</sup> Street & Shea Blvd.

2.9 Install 36 strands of fiber optic cable to the City's existing #9 pull box on the Southwest corner of 91<sup>st</sup> Street and Via Linda.

2.10 All Appurtenances to such items.

2.11 All other work and construction necessary to complete the portion of the Project lying within this Segment.

3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:

3.1 None.

4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:

4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.

5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:

- 5.1 One (1) conduit from 96<sup>th</sup> Street and Shea Boulevard intersection, proceeding east to 144<sup>th</sup> Street and Shea Boulevard.
- 5.2 One (1) conduit from the intersection of 96<sup>th</sup> Street and Shea Boulevard, proceeding south to Via Linda, then west on Via Linda to 95<sup>st</sup> Street, then south on 95<sup>st</sup> Street to San Salvador Drive, then west to the intersection of 91<sup>st</sup> Street & Via Linda.
- 5.3 One (1) fiber optic cable from Scottsdale Road and Shea Boulevard intersection, proceeding east to 144<sup>th</sup> Street and Shea Boulevard.
- 5.4 One (1) fiber optic cable from 96<sup>th</sup> Street and Shea intersection then west on Via Linda to 95<sup>st</sup> Street, then south on 95<sup>st</sup> Street to San Salvador Drive, then west to the intersection of 91<sup>st</sup> Street & Via Linda.

6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:

6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:

- 1) 102<sup>nd</sup> Street & Shea Blvd at the variable message sign on the north side of Shea
- 2) Northeast corner of Via Linda & Shea Boulevard
- 3) Southwest corner of 110<sup>th</sup> Street & Shea Boulevard
- 4) Southeast corner of Frank Lloyd Wright Boulevard & Shea Boulevard
- 5) Southeast corner of 124<sup>th</sup> Street & Shea Boulevard
- 6) Southeast corner of 130<sup>th</sup> Street & Shea Boulevard
- 7) Southeast corner of 134<sup>th</sup> Street & Shea Boulevard
- 8) Southeast corner of 136<sup>th</sup> Street & Shea Boulevard
- 9) Southwest corner of 142<sup>nd</sup> Street & Shea Boulevard
- 10) Southwest corner of 96<sup>th</sup> Street & Mountain View Road
- 11) Southwest corner of 96<sup>th</sup> Street & Via Linda

6.2 The remainder of the Project within this Segment

7. Additional Provisions. The following additional requirements apply to this Segment.

7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:

- 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Scottsdale Road and Shea Boulevard, proceeding east to 144<sup>nd</sup> Street (alignment) and Shea Boulevard.

7.1.2 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of 96<sup>th</sup> Street and Shea Boulevard to 91<sup>st</sup> Street & Via Linda Drive.

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

10. Third Party Approval. Licensee shall obtain and give notice to Licensor of approval from Federal Government or Central Arizona Project for Licensee to use portions of this Segment in the manner described in this Agreement. Such approval shall be in a form acceptable to Licensor.

11. Additional Use Fee. None.

## **19. CACTUS Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 One (1) conduit from the east side of the intersection of Loop 101 and Cactus Road, proceeding east on Cactus Road to the intersection of Cactus Road and Frank Lloyd Wright Boulevard.
- 1.2 One (1) conduit from the intersection of Hayden Road and Redfield Road, proceeding south Hayden Road to the intersection of Cactus Road.
- 1.3 An Arizona Department of Transportation (ADOT) #9 pull box for City at various locations along the segment, including but not limited to the following locations:
  - 1) Northwest corner of Hayden Road and Cactus Road
  - 2) Northeast corner of 90<sup>th</sup> Street & Cactus Road
  - 3) Northeast corner of 94<sup>th</sup> Street & Cactus Road
  - 4) Northwest corner of 96<sup>th</sup> Street & Cactus Road
  - 5) Northwest corner of Frank Lloyd Wright & Hayden Road
  - 6) Northeast corner of Loop 101 & Cactus Road
- 1.4 All Appurtenances to such items.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from at the intersection of Hayden Road and Cactus Road, proceeding east along Cactus Road to the east side of Loop 101.
- 2.2 One (1) conduit from at the intersection of Frank Lloyd Boulevard and Cactus Road, then proceeding south to Via Linda, then proceeding east on Via Linda to 136<sup>th</sup> Street, then south on 136<sup>th</sup> Street to the intersection of Shea Boulevard.
- 2.3 One (1) fiber optic cable from the intersection of Hayden Road and Cactus Road proceeding south to Cactus Road, then proceeding east on Cactus Road to Frank Lloyd Wright Boulevard, then south to Via Linda Road, then east to 136<sup>th</sup> Street, then south to Shea Boulevard.
- 2.4 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Southwest corner of 84<sup>th</sup> Street & Cactus Road
  - 2) Northwest corner of Frank Lloyd Wright Boulevard & Altadena Road
  - 3) Southeast corner of Frank Lloyd Wright Boulevard & Via Linda
  - 4) Northeast corner of 118<sup>th</sup> Street & Via Linda
  - 5) Southwest corner of 124<sup>th</sup> Street & Via Linda

- 6) In ROW in front of Desert Mountain High School administration building located at 12575 E. Via Linda
  - 7) Desert Mountain High School – 12575 E. Via Linda (at City's public safety radio site)
  - 8) Southwest corner of 128<sup>th</sup> Street & Via Linda
  - 9) Southwest corner of 132<sup>nd</sup> Street & Via Linda
  - 10) Southeast corner of 136<sup>th</sup> Street & Via Linda
- 2.5 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licensor. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensor. All terminations shall be part of City Plant.
- 1) Northwest corner of Hayden Road & Cactus Road
  - 2) Southwest corner of 84<sup>th</sup> Street & Cactus Road
  - 3) Northeast corner of 90<sup>th</sup> Street & Cactus
  - 4) Northeast corner of 94<sup>th</sup> Street & Cactus Road
  - 5) Northwest corner of 96<sup>th</sup> Street & Cactus Road
  - 6) Northwest corner of Frank Lloyd Wright & Cactus
  - 7) Northwest corner of Frank Lloyd Wright Boulevard & Altadena Road
  - 8) Southeast corner of Frank Lloyd Wright Boulevard & Via Linda
  - 9) Northeast corner of 118<sup>th</sup> Street & Via Linda
  - 10) Southwest corner of 124<sup>th</sup> Street & Via Linda
- 2.6 Licensee shall install fiber-optic cable with a 100 foot slack loop in Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at locations in this segment, including but not limited to the following locations:
- 1) Northwest corner of Hayden Road & Cactus Road
  - 2) Northeast corner of 90<sup>th</sup> Street & Cactus Road
  - 3) Northeast corner of 94<sup>th</sup> Street & Cactus Road
  - 4) Northwest corner of 96<sup>th</sup> Street & Cactus Road
  - 5) Northwest corner of Frank Lloyd Wright & Cactus
  - 6) Northeast corner of Loop 101 & Cactus Road
- 2.7 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.8 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.8.1 In this segment, the Licensee shall connect the Licensor's 36 strands of fiber in the Shea Segment with the 36 strands of fiber in the Cactus Segment at the intersection of 136<sup>th</sup> Street & Shea Blvd.

- 2.9 Licensee will install ADOT #9 pull box at Desert Mountain High School – 12575 E. Via Linda at a location to be determined by the Licensor that is within 5 feet of the exterior perimeter wall enclosing the Licensor's public safety radio communications building that is adjacent to Licensee's customer's wireless communications equipment building.
- 2.10 Install six (6) strands of single-mode, fiber-optic cable from the Licensor's pull box in the ROW to the Licensor's pull box that shall be installed by Licensee on the premises at Desert Mountain High School at Licensor's public safety radio communications equipment building.
- 2.11 All Appurtenances to such items.
- 2.12 All other work and construction necessary to complete the portion of the Project lying within this Segment.
3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:
  - 3.1 None.
4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
  - 4.1 Licensee shall install fiber-optic cable in Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at various locations in this segment.
  - 4.2 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.
5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:
  - 5.1 One (1) conduit from at the intersection of Hayden Road and Cactus Road, proceeding east along Cactus Road to the east side of Loop 101.
  - 5.2 One (1) conduit from at the intersection of Frank Lloyd Wright Boulevard and Cactus Road, then proceeding south to Via Linda, then proceeding east on Via Linda to 136<sup>th</sup> Street, then south on 136<sup>th</sup> Street to the intersection of Shea Boulevard.
  - 5.3 One (1) fiber optic cable from the intersection of Hayden Road and Redfield Road proceeding south to Cactus Road, then proceeding east on Cactus Road to Frank Lloyd Wright Boulevard, then south on Frank Lloyd Wright Boulevard to Via Linda Road, then east on Via Linda to 136<sup>th</sup> Street, then south on 136<sup>th</sup> Street to the intersection of Shea Boulevard.
6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:

- 6.1 One (1) conduit from the east side of the intersection of Loop 101 and Cactus Road, proceeding east on Cactus Road to the intersection of Cactus Road and Frank Lloyd Wright Boulevard.
- 6.2 One (1) conduit from the intersection of Hayden Road and Redfield Road, proceeding south Hayden Road to the intersection of Cactus Road.
- 6.3 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Southwest corner of 84<sup>th</sup> Street & Cactus Road
  - 2) Northwest corner of Frank Lloyd Wright Boulevard & Altadena Road
  - 3) Southeast corner of Frank Lloyd Wright Boulevard & Via Linda
  - 4) Northeast corner of 118<sup>th</sup> Street & Via Linda
  - 5) Southwest corner of 124<sup>th</sup> Street & Via Linda
  - 6) In ROW in front of Desert Mountain High School administration building located at 12575 E. Via Linda
  - 7) Desert Mountain High School – 12575 E. Via Linda (at Licensor's public safety radio site)
  - 8) Southwest corner of 128<sup>th</sup> Street & Via Linda
  - 9) Southwest corner of 132<sup>nd</sup> Street & Via Linda
  - 10) Southeast corner of 136<sup>th</sup> Street & Via Linda
- 6.4 Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at locations in this segment, including but not limited to the following locations:
  - 1) Northwest corner of Hayden Road & Cactus Road
  - 2) Northwest corner of 90<sup>th</sup> Street & Cactus Road
  - 3) Northeast corner of 94<sup>th</sup> Street & Cactus Road
  - 4) Northwest corner of 96<sup>th</sup> Street & Cactus Road
  - 5) Northwest corner of Frank Lloyd Wright & Cactus
  - 6) Northeast corner of Loop 101 & Cactus Road
- 6.5 Licensee shall install only one (1) fiber-optic cable in Licensor's conduit from the intersection of Loop 101 and Cactus Road, east on Cactus Road to Frank Lloyd Wright Boulevard.
- 6.6 The remainder of the Project within this Segment.
7. Additional Provisions. The following additional requirements apply to this Segment:
  - 7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:
    - 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Hayden Road and Redfield Road proceeding south to Cactus Road, then proceeding east on Cactus Road to Frank Lloyd Wright Boulevard, then south on Frank Lloyd Wright Boulevard to Via

Linda Road, then east on Via Linda to 136<sup>th</sup> Street, then south on 136<sup>th</sup> Street to the intersection of Shea Boulevard.

- 7.1.2 Six (6) strands of single-mode, fiber-optic cable from the Licensor's pull box installed on the premises at Desert Mountain High School.

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

10. Third Party Approval. Licensee shall obtain and give notice to Licensor of approval from Federal Government or Central Arizona Project for Licensee to use portions of this Segment in the manner described in this Agreement. Such approval shall be in a form acceptable to Licensor.

11. Additional Use Fee. None.



## **20. BELL Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

1.1 None.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of Perimeter Drive and Bell Road, proceeding east along Bell Road 98<sup>th</sup> Street, then south on 98<sup>th</sup> Street to McDowell Mountain Ranch Road, ending at 104<sup>th</sup> Street.
- 2.2 One (1) fiber-optic cable from the intersection of Perimeter Drive and Bell Road, proceeding east along Bell Road 98<sup>th</sup> Street, then south on 98<sup>th</sup> Street to McDowell Mountain Ranch Road, ending at 104<sup>th</sup> Street.
- 2.3 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Southwest corner of Perimeter Center Drive & Bell Road
  - 2) Southwest corner of Loop 101 & Bell Road
  - 3) Southwest corner of 91<sup>st</sup> Street & Bell Road
  - 4) Southeast corner of 94<sup>th</sup> Street & Bell Road
  - 5) Southwest corner of Thompson Peak Pkwy & McDowell Mountain Ranch
  - 6) Southwest corner of 98<sup>th</sup> Street & Bell Road
  - 7) Desert Canyon Middle School – 10203 E. McDowell Mountain Ranch Rd
  - 8) Northeast corner of 102<sup>nd</sup> St & McDowell Mountain Ranch
  - 9) Southeast corner of 104<sup>th</sup> St & McDowell Mountain Ranch
- 2.4 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licenser. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licenser. All terminations shall be part of City Plant.
  - 1) Southwest corner of Perimeter Center Dive & Bell Road
  - 2) Southwest corner of Loop 101 & Bell
  - 3) Southwest corner of 91<sup>st</sup> St & Bell
  - 4) Southeast corner of 94<sup>th</sup> St & Bell
  - 5) Southwest corner of Thompson Peak Pkwy & McDowell Mountain Ranch
  - 6) Southwest corner of 98<sup>th</sup> St & Bell
  - 7) Northeast corner of 102<sup>nd</sup> St & McDowell Mountain Ranch
- 2.5 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licenser's use.

- 2.6 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensors use.
- 2.7 Licensors will determine the location of the ADOT #9 pull box that will be installed in the ROW at Desert Canyon Middle School – 10203 E. McDowell Mountain Ranch Road.
- 2.8 All Appurtenances to such items.
- 2.9 All other work and construction necessary to complete the portion of the Project lying within this Segment.
- 3 Construction by Licensors. The portions of the Project within this Segment (all of which Licensors must design and construct at Licensors expense) are:
- 3.1 None.
- 4 Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
- 4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.
- 5 Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:
- 5.1 One (1) conduit from the intersection of Perimeter Drive and Bell Road, proceeding east along Bell Road 98<sup>th</sup> Street, then south on 98<sup>th</sup> Street to McDowell Mountain Ranch Road, ending at 104<sup>th</sup> Street.
- 5.2 One (1) fiber-optic cable from the intersection of Perimeter Drive and Bell Road, proceeding east along Bell Road 98<sup>th</sup> Street, then south on 98<sup>th</sup> Street to McDowell Mountain Ranch Road, ending at 104<sup>th</sup> Street.
- 6 City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:
- 6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
- 1) Southwest corner of Perimeter Center Drive & Bell Road
  - 2) Southwest corner of Loop 101 & Bell
  - 3) Southwest corner of 91<sup>st</sup> Street & Bell Road
  - 4) Southeast corner of 94<sup>th</sup> Street & Bell Road
  - 5) Southwest corner of Thompson Peak Pkwy & McDowell Mountain Ranch
  - 6) Southwest corner of 98<sup>th</sup> Street & Bell Road
  - 7) Desert Canyon Middle School – 10203 E. McDowell Mountain Ranch Rd
  - 8) Northeast corner of 102<sup>nd</sup> St & McDowell Mountain Ranch
  - 9) Southeast corner of 104<sup>th</sup> Street & McDowell Mountain Ranch
- 6.2 The remainder of the Project within this Segment.

7. Additional Provisions. The following additional requirements apply to this Segment:
- 7.1 Licensors shall have sole and exclusive use of the following portions of the Project within this Segment:
- 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Perimeter Drive and Bell Road, proceeding east along Bell Road 98<sup>th</sup> Street, then south on 98<sup>th</sup> Street to McDowell Mountain Ranch Road, ending at 104<sup>th</sup> Street.
- 7.1.2 Twelve (12) strands of single-mode, fiber-optic cable from the pull box installed in the ROW at Desert Canyon Middle School – 10203 E. McDowell Mountain Ranch Road.
8. Construction Schedule. The Default design and construction schedule applies to this Segment.
9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensors' responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensors have no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensors are not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.
10. Third Party Approval. Licensee shall obtain and give notice to Licensors of approval from State of Arizona or Arizona Department of Transportation for Licensee to use this Segment in the manner described in this Agreement. Such approval shall be in a form acceptable to Licensors.
11. Additional Use Fee. None.

## **21. PIMA IRONWOOD Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 One (1) conduit from 26650 N. Pima Road, south on Pima to the east side of the intersection of Pima Road and Loop 101.
- 1.2 Licensor's Arizona Department of Transportation (ADOT) #9 pull box at various locations along this segment.
- 1.3 All Appurtenances to such items.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the west side of the intersection of Pima Road and Loop 101, northeast under Loop 101 to the east side of intersection of Loop 101 and Pima Road.
- 2.2 One (1) conduit from the south side of Pima Road at the Old Pima Road alignment to the north side of Pima Road.
- 2.3 One (1) fiber optic cable from 26650 N. Pima Road, south on Pima to the west side of the intersection of Pima Road and Loop 101.
- 2.4 One (1) fiber optic cable from the south side of Pima Road at the Old Pima Road alignment to the north side of Pima Road.
- 2.5 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.6 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.7 Install fiber-optic cable in Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at various locations in this segment.
- 2.8 Install and splice 36 strands of fiber optic cable from Pima Road in Licensor's existing #9 pull box on the southwest corner of Loop 101 & Princess Drive.
- 2.9 All Appurtenances to such items.
- 2.10 All other work and construction necessary to complete the portion of the Project lying within this Segment.

3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:

3.1 None.

4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:

4.1 Licensee shall install fiber-optic cable in Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at various locations in this segment.

4.2 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.

5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:

5.1 One (1) conduit from the west side of the intersection of Pima Road and Loop 101, northeast under Loop 101 to the east side of intersection of Loop 101 and Pima Road.

5.2 One (1) fiber optic cable from 26650 N. Pima Road , south on Pima to the west side of the intersection of Pima Road and Loop 101.

6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:

6.1 One (1) conduit from 26650 N. Pima Road, south on Pima to the east side of the intersection of Pima Road and Loop 101.

6.2 Licensor's ADOT #9 pull boxes that existed prior to the date of this amendment at various locations in this segment.

6.3 Licensee shall cause the Segment to comply with the Additional Project Requirements (see Exhibit "D") except as follows:

6.4 Licensee may install fiber optic cable in Licensor's existing conduit and pull boxes on Pima Road, east of Loop 101 prior to obtaining approval from State of Arizona or the Arizona Department of Transportation to install conduit and fiber optic cable to go across Loop 101

6.5 The remainder of the Project within this Segment.

7. Additional Provisions. The following additional requirements apply to this Segment:

7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:

7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from 26650 N. Pima Road, south on Pima to the City's #9 existing pull box on the west side of the intersection of Pima Road and Loop 101.

7.1.2 Licensee shall install only one (1) fiber-optic cable in Licensor's conduit from 26650 N. Pima Road, south on Pima to the east side of the intersection of Pima Road and Loop 101.

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

10. Third Party Approval. Licensee shall obtain and give notice to Licensor of approval from State of Arizona or Arizona Department of Transportation for Licensee to use this Segment in the manner described in this Agreement. Such approval shall be in a form acceptable to Licensor.

11. Additional Use Fee. None.

## **22. HAYDEN GRAYHAWK Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 One (1) conduit from the intersection of Hayden Road and Princess Drive, proceeding north along Hayden Road, then north along Miller Road to Happy Valley Road, then west to Scottsdale Road, then north on Scottsdale Road to Jomax Road, then east on Jomax Road to Pima Road.
- 1.2 Licensor's Arizona Department of Transportation (ADOT) #9 pull box at various locations along this segment.
- 1.3 All Appurtenances to such items.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of Miller Road and Pinnacle Peak Road, west to Scottsdale Road.
- 2.2 One (1) fiber optic cable from the intersection of Hayden Road and Princess Drive, proceeding north along Hayden Road, then north along Miller Road to Happy Valley Road, then west to Scottsdale Road, then north on Scottsdale Road to Jomax Road, then east on Jomax Road to Pima Road.
- 2.3 One (1) fiber optic cable from the intersection of Miller Road and Pinnacle Peak Road, west to Scottsdale Road.
- 2.4 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following location:
  - 1) Southwest corner of Scottsdale Road & Pinnacle Peak Road
- 2.5 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.6 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.7 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licensor. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensor. All terminations shall be part of City Plant.
  - 1) Southwest corner of Scottsdale Road & Pinnacle Peak Road
- 2.8 All Appurtenances to such items.

- 2.9 All other work and construction necessary to complete the portion of the Project lying within this Segment.
3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:
- 3.1 None.
4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
- 4.1 Licensee shall install fiber-optic cable in Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at various locations in this segment.
- 4.2 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.
5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:
- 5.1 One (1) conduit from the intersection of Miller Road and Pinnacle Peak Road, west to Scottsdale Road.
- 5.2 One (1) fiber optic cable from the intersection of Hayden Road and Princess Drive, proceeding north along Hayden Road, then north along Miller Road to Happy Valley Road, then west to Scottsdale Road, then north on Scottsdale Road to Jomax Road, then east on Jomax Road to Pima Road.
- 5.3 One (1) fiber optic cable from the intersection of Miller Road and Pinnacle Peak Road, west to Scottsdale Road.
6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:
- 6.1 One (1) conduit from the intersection of Hayden Road and Union Hills Drive, proceeding north along Hayden Road, then north along Miller Road to Happy Valley Road, then west to Scottsdale Road, then north at Scottsdale Road to Jomax Road.
- 6.2 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following location:
- 1) Southwest corner of Scottsdale Road & Pinnacle Peak Road
- 6.3 Licensor's ADOT #9 pull boxes that existed prior to the date of this amendment at various locations in this segment.
- 6.4 The remainder of the Project within this Segment.
7. Additional Provisions. The following additional requirements apply to this Segment:
- 7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:



7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Hayden Road and Princess Drive, proceeding north along Hayden Road, then north along Miller Road to Happy Valley Road, then west to Scottsdale Road, then north on Scottsdale Road to Jomax Road, then east on Jomax Road to Pima Road.

7.1.2 Twelve (12) strands of single-mode, fiber-optic cable from the intersection of Miller Road and Pinnacle Peak Road to the southwest corner of Scottsdale Road and Pinnacle Peak Road.

- 7 Construction Schedule. The Default design and construction schedule applies to this Segment.
- 8 Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.
- 9 Third Party Approval. No additional third party approval is required.
- 10 Additional Use Fee. None.

## **23. SCOTTSDALE GRAYHAWK Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 One (1) conduit from the intersection of Scottsdale Road and Frank Lloyd Wright Blvd, north on Scottsdale Road to Thompson Peak Parkway.
- 1.2 Licensor's Arizona Department of Transportation (ADOT) #9 pull box at various locations along this segment.
- 1.3 All Appurtenances to such items.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of Scottsdale Road and Thompson Peak Parkway, proceeding north on Scottsdale Road to the intersection of Scottsdale Road and Grayhawk Drive
- 2.2 One (1) fiber optic cable from the intersection of Scottsdale Road and Princess Drive, proceeding north on Scottsdale Road to the intersection of Scottsdale Road and Grayhawk Drive.
- 2.3 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following location:
  - 1) Southwest corner of Scottsdale Road & Grayhawk Drive
- 2.4 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet location identified by the Licensor. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensor. All terminations shall be part of City Plant.
  - 1) Southwest corner of Scottsdale Road and Grayhawk Drive
- 2.5 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.6 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.7 All Appurtenances to such items.
- 2.8 All other work and construction necessary to complete the portion of the Project lying within this Segment.

3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:

None.

4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:

- 4.1 Licensee shall install fiber-optic cable in Licensor's ADOT #9 pull boxes that exists prior to the date of this amendment at various locations in this segment.
- 4.2 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.

5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:

- 5.1 One (1) conduit from the intersection of Scottsdale Road and Thompson Peak Parkway, proceeding north on Scottsdale Road to the intersection of Scottsdale Road and Grayhawk Drive.
- 5.2 One (1) fiber-optic cable from the intersection of Scottsdale Road and Frank Lloyd Wright Blvd, proceeding north on Scottsdale Road to the intersection of Scottsdale Road and Grayhawk Drive.

6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:

- 6.1 One (1) conduit from the intersection of Scottsdale Road and Frank Lloyd Wright Blvd, north on Scottsdale Road to Thompson Peak Parkway.
- 6.2 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Southwest corner of Scottsdale Road & Grayhawk Drive
- 6.3 Licensor's ADOT #9 pull boxes that existed prior to the date of this amendment at various locations in this segment.
- 6.4 The remainder of the Project within this Segment.

7. Additional Provisions. The following additional requirements apply to this Segment:

- 7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:
  - 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Scottsdale Road and Frank Lloyd Wright Blvd, proceeding north on Scottsdale Road to the intersection of Scottsdale Road and Grayhawk Drive.

- 7.2 Licensee shall install only one (1) fiber-optic cable in Licensor's conduit from the intersection of Scottsdale Road and Princess Drive, north on Scottsdale Road ending at Thompson Peak Parkway

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

10. Third Party Approval. No additional third party approval is required.

11. Additional Use Fee. None.

## 24. SCOTTSDALE CAREFREE Segment Requirements

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

1.1 None.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of Scottsdale Road & Jomax Road, north to Dixileta Road, then west on Dixileta Road to 66<sup>th</sup> Street.
- 2.2 One (1) conduit from the intersection of Scottsdale Road & Carefree Highway, then west on Carefree Highway to 60<sup>th</sup> Street, then south on 60<sup>th</sup> Street to Dove Valley Road, then west on Dove Valley Road to 56<sup>th</sup> Street, then ending at Seven Palms Drive, then east approximately 1,450 feet to a location on Cactus Shadows High School.
- 2.3 One (1) conduit from the north side of Dynamite Road on the east side of 56<sup>th</sup> Street to the south side of Dynamite Road on the east side of 56<sup>th</sup> Street.
- 2.4 One (1) conduit from intersection of Scottsdale Road & Carefree Highway, then south on Scottsdale Road to Lone Mountain Road.
- 2.5 One (1) fiber-optic cable from the intersection of Scottsdale Road & Jomax Road, north to Dixileta Road, then west on Dixileta Road to 66<sup>th</sup> Street.
- 2.6 One (1) fiber-optic cable from the intersection of 66<sup>th</sup> Street and Dixileta Road, proceeding east to Scottsdale Road, then north on Scottsdale Road to Carefree Highway, then west on Carefree Highway to 56<sup>th</sup> Street, ending at Seven Palms Drive, then east approximately 1,450 feet to a location on Cactus Shadows High School.
- 2.7 One (1) fiber-optic cable from the north side of Dynamite Road on the east side of 56<sup>th</sup> Street to the south side of Dynamite Road on the east side of 56<sup>th</sup> Street.
- 2.8 One (1) fiber-optic cable from the intersection of Scottsdale Road & Carefree Highway south to the intersection of Scottsdale Road & Lone Mountain Road.
- 2.9 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Northwest corner of 56<sup>th</sup> Street & Dynamite Road
  - 2) Southeast corner of Scottsdale Road & Dixileta Road
  - 3) Southwest corner of Scottsdale Road & Lone Mountain Road
  - 4) Northeast corner of Scottsdale Road & Ashler Hills Road
  - 5) Southeast corner of Scottsdale Road & Terravita Road
  - 6) Southwest corner of Scottsdale Road & Carefree Highway

- 7) Southeast corner of Terravita Road & Carefree Highway
  - 8) Southwest corner of 56<sup>th</sup> Street & Carefree Highway
  - 9) Southwest corner of 60<sup>th</sup> Street & Carefree Highway
  - 10) Cactus Shadows High School – 5802 E. Dove Valley Rd (pull box in the right-of-way)
  - 11) Northwest corner of Scottsdale Road & Dynamite Road
- 2.10 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licensor. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensor. All terminations shall be part of City Plant.
- 1) Northwest corner of 56<sup>th</sup> Street & Dynamite Road
  - 2) Southeast corner of Scottsdale Road & Dixileta Road
  - 3) Southwest corner of Scottsdale Road & Lone Mountain Road
  - 4) Northeast corner of Scottsdale Road & Ashler Hills Road
  - 5) Southeast corner of Scottsdale Road & Terravita Road
  - 6) Southwest corner of Scottsdale Road & Carefree Highway
  - 7) Southeast corner of Terravita Road & Carefree Highway
  - 8) Southwest corner of 56<sup>th</sup> Street & Carefree Highway
  - 9) Southwest corner of 60<sup>th</sup> Street & Carefree Highway
  - 10) Northwest corner of Scottsdale Road & Dynamite Road
- 2.11 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.12 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.13 Six (6) strands of single-mode, fiber-optic cable from the intersection of 56<sup>th</sup> Street and Seven Palms Drive to the Licensor's pull box installed in the right-of-way on Seven Palms Drive, on the north side of Cactus Shadows High School.
- 2.14 All Appurtenances to such items.
- 2.15 All other work and construction necessary to complete the portion of the Project lying within this Segment.
3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:
- 3.1 None.
4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
- 4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.

5 Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:

- 5.1 One (1) conduit from the intersection of Scottsdale Road & Jomax Road, north to Dixileta Road, then west on Dixileta Road to 66<sup>th</sup> Street.
- 5.2 One (1) conduit from the intersection of Scottsdale Road & Carefree Highway, then west on Carefree Highway to 60<sup>th</sup> Street, then south on 60<sup>th</sup> Street to Dove Valley Road, then west on Dove Valley Road to 56<sup>th</sup> Street, then ending at Seven Palms Drive, then east approximately 1,450 feet to a location on Cactus Shadows High School.
- 5.3 One (1) conduit from the north side of Dynamite Road on the east side of 56<sup>th</sup> Street to the south side of Dynamite Road on the east side of 56<sup>th</sup> Street.
- 5.4 One (1) conduit from intersection of Scottsdale Road & Carefree Highway, then south on Scottsdale Road to Lone Mountain Road.
- 5.5 One (1) fiber-optic cable from the intersection of Scottsdale Road & Jomax Road, north to Dixileta Road, then west on Dixileta Road to 66<sup>th</sup> Street.
- 5.6 One (1) fiber-optic cable from the intersection of 66<sup>th</sup> Street and Dixileta Road, proceeding east to Scottsdale Road, then north on Scottsdale Road to Carefree Highway, then west on Carefree Highway to 56<sup>th</sup> Street, ending at Seven Palms Drive, then east approximately 1,450 feet to a location on Cactus Shadows High School.
- 5.7 One (1) fiber-optic cable from the north side of Dynamite Road on the east side of 56<sup>th</sup> Street to the south side of Dynamite Road on the east side of 56<sup>th</sup> Street.
- 5.8 One (1) fiber-optic cable from the intersection of Scottsdale Road & Carefree Highway south to the intersection of Scottsdale Road & Lone Mountain Road.

6 City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:

- 6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Northwest corner of 56<sup>th</sup> Street & Dynamite Road
  - 2) Southeast corner of Scottsdale Road & Dixileta Road
  - 3) Southwest corner of Scottsdale Road & Lone Mountain Road
  - 4) Northeast corner of Scottsdale Road & Ashler Hills Road
  - 5) Southeast corner of Scottsdale Road & Terravita Road
  - 6) Southwest corner of Scottsdale Road & Carefree Highway
  - 7) Southeast corner of Terravita Road & Carefree Highway
  - 8) Southwest corner of 56<sup>th</sup> Street & Carefree Highway
  - 9) Southwest corner of 60<sup>th</sup> Street & Carefree Highway

10) Cactus Shadows High School – 5802 E. Dove Valley Rd (pull box in the right-of-way)

11) Northwest corner of Scottsdale Road and Dynamite Road

6.2 The remainder of the Project within this Segment.

7. Additional Provisions. The following additional requirements apply to this Segment:

7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:

7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of 56<sup>th</sup> Street and Dynamite Road, proceeding north to Dixileta Road, then east on Dixileta to Scottsdale Road, then north on Scottsdale Road to Carefree Highway, then west on Carefree Highway to 56<sup>th</sup> Street, ending at Seven Palms Drive.

7.1.2 Twelve (12) strands of single-mode, fiber-optic cable from the intersection of 56<sup>th</sup> Street and Seven Palms Drive to the Licensor's pull box installed in the right-of-way on Seven Palms Drive, on the north side of Cactus Shadows High School.

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

8.1 Notwithstanding the foregoing the following build requirements shall apply to this segment.

8.1.1 The Licensee's installation of conduit and fiber on Scottsdale Road between Carefree Highway, south to Lone Mountain Road as reflected in paragraphs 2.4 and 2.8 of this Segment may be constructed at a future time, not subject to the default design and construction schedule. The Licensee shall install City Plant as reflected in paragraphs 2.11, 2.12, 2.14, and 2.15 of this Segment when conduit and fiber are installed on Scottsdale Road between Carefree Highway and Lone Mountain Road.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

10. Third Party Approval. No additional third party approval is required.

11. Additional Use Fee. None.



## **25. PIMA LEGEND Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

1.1 None.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

2.1 One (1) conduit from 26650 N. Pima Road, then north to Westland Road.

2.2 One (1) conduit from Scottsdale Road & Dixileta, east along Dixileta to Pima Road.

2.3 One (1) fiber-optic cable installed from 26650 N. Pima Road, proceeding north along Pima Road to Westland Road.

2.4 One (1) fiber-optic cable installed from Scottsdale Road & Dixileta, east along Dixileta to Pima Road.

2.5 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:

1) Southwest corner of Pima Road & Dynamite Road

2) Southeast corner of Pima Road & Dixileta Road

3) Southwest corner of Pima Road & Lone Mountain Road

4) City Fire Station at 31802 N. Pima Road (location in right-of-way to be determined)

5) Northwest corner of Pima Road & Westland Road

2.4 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensors use.

2.5 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensors use. In this Segment, splice 36 strands of fiber with 36 strands of fiber from Segment 24 (Scottsdale Carefree) in the #9 pull box at the southeast corner of Scottsdale & Dixileta Roads.

2.6 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licensors. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensors. All terminations shall be part of City Plant.

1) Southwest corner of Pima Road & Dynamite Road

2) Southwest corner of Pima Road & Lone Mountain Road

3) Northwest corner of Pima Road & Westland Road

2.7 Connection location for Licensee's fiber-optic cable to the Licensor's existing pull box located at the City's water site located at 28002 N. Pima Road will be determined prior to commencing construction on this segment.

2.8 All Appurtenances to such items.

2.9 All other work and construction necessary to complete the portion of the Project lying within this Segment.

3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:

3.1 None.

4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:

4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.

5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:

5.1 One (1) conduit from 26650 N. Pima Road, then north to Westland Road.

5.2 One (1) conduit from Scottsdale Road & Dixileta, east along Dixileta to Pima Road.

5.3 One (1) fiber-optic cable installed at 26650 N. Pima Road, proceeding north along Pima Road to Westland Road.

5.4 One (1) fiber-optic cable installed from Scottsdale Road & Dixileta, east along Dixileta to Pima Road.

6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:

6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:

1) Southwest corner of Pima Road & Dynamite Road

2) Southeast corner of Pima Road & Dixileta Road

3) Southwest corner of Pima Road & Lone Mountain Road

4) City Fire Station at 31802 N. Pima Road (location in ROW to be determined)

5) Northwest corner of Pima Road & Westland Road

6.2 The remainder of the Project within this Segment.

7. Additional Provisions. The following additional requirements apply to this Segment:

7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:

7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of 26650 N. Pima Road, then north to Westland Road.

7.1.2 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Scottsdale Road & Dixileta Road, east on Dixileta to Pima Road.

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

10. Third Party Approval. No additional third party approval is required.

11. Additional Use Fee. None.

## **26. RIO VERDE Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

1.1 None.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

2.1 One (1) conduit from the intersection of Pima Road and Dynamite Road, proceeding east along Dynamite Road to 142nd Street, ending at 142nd Street and Rio Verde Drive.

2.2 One (1) fiber-optic cable from the intersection of Pima Road and Dynamite Road, proceeding east along Dynamite Road to 142nd Street, ending at 142nd Street and Rio Verde Drive.

2.3 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:

- 1) Either on the north side or the south side of Rio Verde Drive at the 142<sup>nd</sup> Street alignment.
- 2) Southwest corner of Alma School Road & Dynamite Road

2.4 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensors use.

2.5 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensors use.

2.6 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licensors. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licensors. All terminations shall be part of City Plant.

- 1) Southwest corner of Alma School Road & Dynamite Road

2.7 All Appurtenances to such items.

2.8 All other work and construction necessary to complete the portion of the Project lying within this Segment.

3. Construction by Licensors. The portions of the Project within this Segment (all of which Licensors must design and construct at Licensors expense) are:

- 3.1 None.
4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
- 4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.
5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:
- 5.1 One (1) conduit from the intersection of Pima Road and Dynamite Road, proceeding east along Dynamite Road to 142nd Street, ending at 142nd Street and Rio Verde Drive.
- 5.2 One (1) fiber-optic cable from the intersection of Pima Road and Dynamite Road, proceeding east along Dynamite Road to 142nd Street, ending at 142nd Street and Rio Verde Drive.
6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:
- 6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
- 1) Either on the north side or the south side of Rio Verde Drive at the 142<sup>nd</sup> Street alignment.
  - 2) Southwest corner of Alma School Road & Dynamite Road
- 6.2 The remainder of the Project within this Segment.
7. Additional Provisions. The following additional requirements apply to this Segment:
- 7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:
- 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Pima Road and Dynamite Road, proceeding east along Dynamite Road ending at 142nd Street and Rio Verde Drive.
8. Construction Schedule. The Default design and construction schedule applies to this Segment.
9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.
10. Third Party Approval. No additional third party approval is required.

11. Additional Use Fee. None.

## **27. HAPPY VALLEY Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 None.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of Pima Road and Happy Valley Road, proceeding east to Alma School Road, then proceeding east approximately 1,260 feet to a location at 25000 N. Windy Walk.
- 2.2 One (1) fiber-optic cable from the intersection of Pima Road and Happy Valley Road, proceeding east to Alma School Road, then proceeding east approximately 1,260 feet to a location at 25000 N. Windy Walk.
- 2.3 One (1) conduit starting at the intersection of Alma School Road and Happy Valley Road, proceeding north on Alma School Road to Dynamite Boulevard.
- 2.4 One (1) fiber-optic cable starting at the intersection of Alma School Road and Happy Valley Road, proceeding north on Alma School Road to Dynamite Boulevard.
- 2.5 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Northeast corner of Alma School Road & Happy Valley Road
  - 2) Northwest corner of Alma School Road & Jomax Road
  - 3) City Fire Station at 27500 N. Alma School Parkway (location in ROW to be determined)
- 2.6 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.7 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.8 All Appurtenances to such items.
- 2.9 All other work and construction necessary to complete the portion of the Project lying within this Segment.

3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:

- 3.1 None.
4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
- 4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.
5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:
- 5.1 One (1) conduit from the intersection of Pima Road and Happy Valley Road, proceeding east to Alma School Road, then north on Alma School Road to Dynamite Boulevard.
- 5.2 One (1) fiber-optic cable from the intersection of Pima Road and Happy Valley Road, proceeding east to Alma School Road, then north on Alma School Road to Dynamite Boulevard.
- 5.3 One (1) conduit starting at the intersection of Alma School Road and Happy Valley Road, proceeding east approximately 1,260 feet to a location at 25000 N. Windy Walk.
- 5.4 One (1) fiber-optic cable starting at the intersection of Alma School Road and Happy Valley Road, proceeding east approximately 1,260 feet to a location at 25000 N. Windy Walk.
6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:
- 6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
- 1) Northeast corner of Alma School Road & Happy Valley Road
  - 2) Northwest corner of Alma School Road & Jomax Road
  - 3) City Fire Station at 27500 N. Alma School Parkway (location in right-of-way to be determined)
- 6.2 The remainder of the Project within this Segment.
7. Additional Provisions. The following additional requirements apply to this Segment:
- 7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:
- 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Pima Road and Happy Valley Road, proceeding east to Alma School Road, then north on Alma School Road to Dynamite Boulevard.

8. Construction Schedule. The Default design and construction schedule applies to this Segment.

8.1 Notwithstanding the foregoing the following build requirements shall apply to this segment.

8.1.1 The Licensee's installation of conduit and fiber on Alma School Road as reflected in paragraphs 2.3 and 2.4 of this Segment may be constructed at a future time, not subject to the default design and construction schedule. The Licensee shall install City Plant as reflected in paragraphs 2.5, 2.6, 2.7, 2.8, and 2.9 of this Segment when conduit and fiber are installed on Alma School Road between Happy Valley Road and Dynamite Road.

9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.

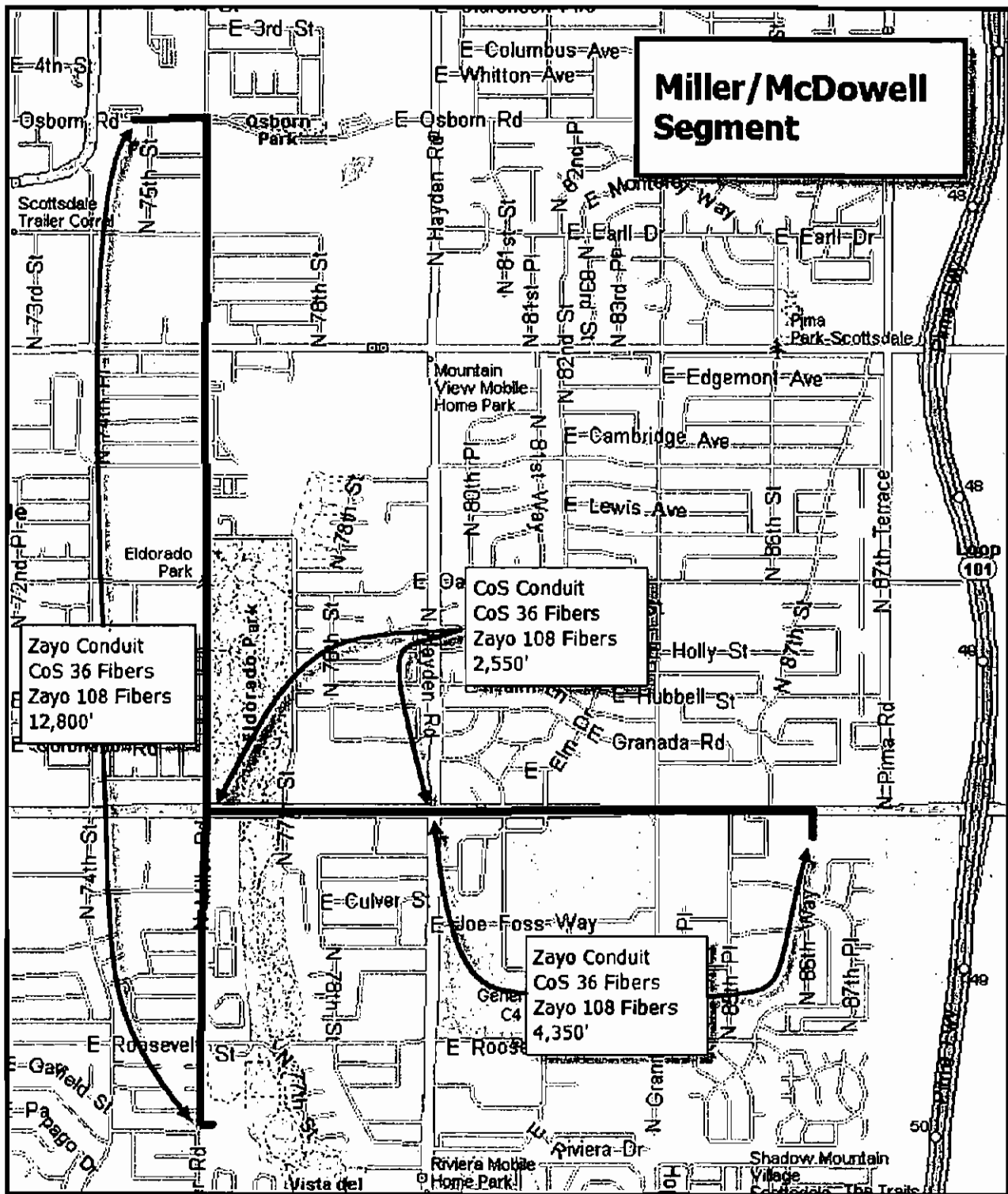
10. Third Party Approval. No additional third party approval is required.

11. Additional Use Fee. None.

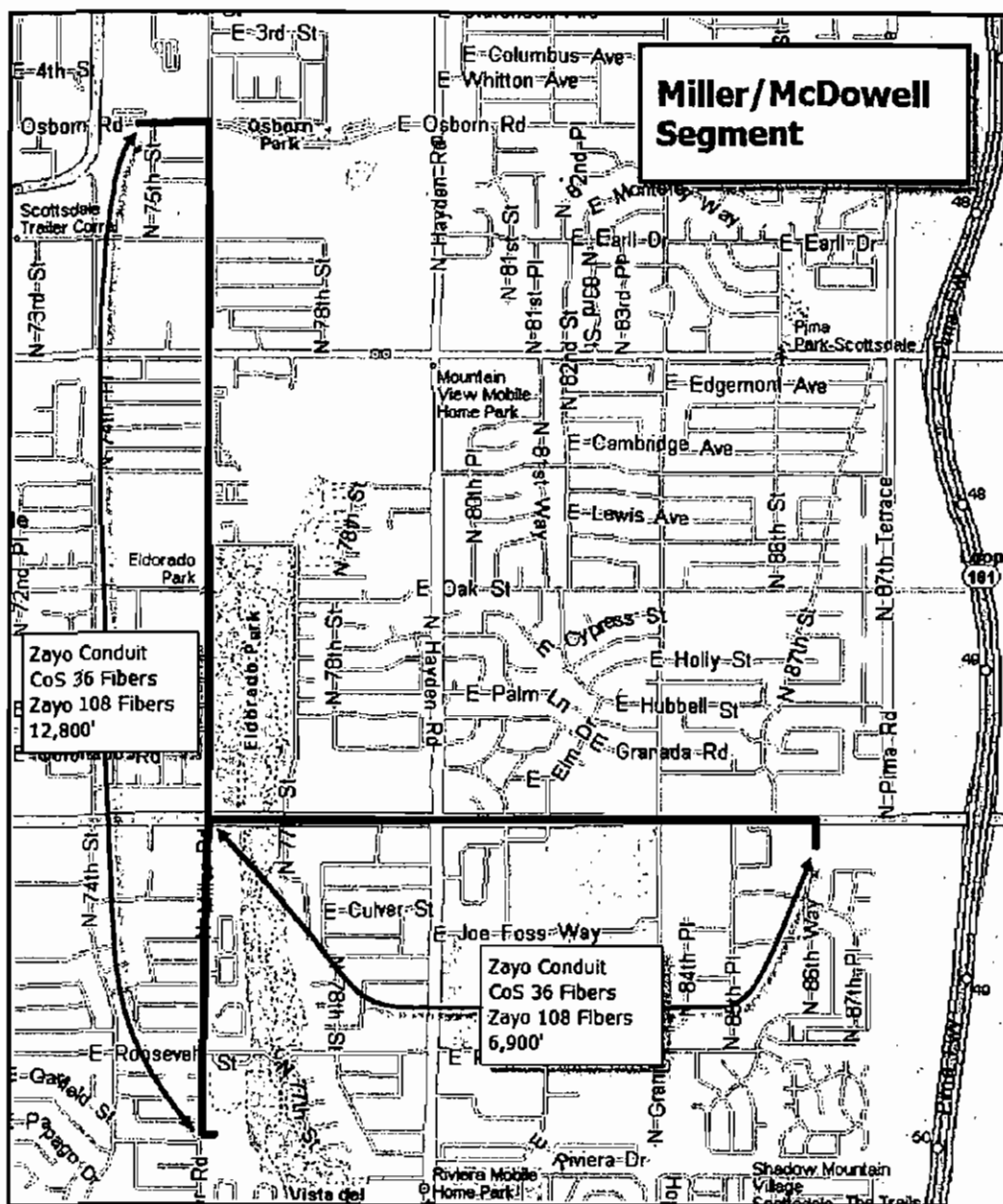


# Route Overview Map

## Second Amendment Route Segment



## Miller/McDowell Segment



Starting on Osborn Road just east of Drinkwater Boulevard, Zayo conduit, heading east on Osborn Road to Miller Road then south on Miller Road to approximately Miller Road & McKinley Street – approximately 12,800 feet.

At the intersection of McDowell Road & Miller Road in City conduit to Hayden Road – approximately – 2,550 feet, then in Zayo conduit from Hayden Road east on McDowell Road to just east of 87<sup>th</sup> Street on McDowell Road - approximately 4,350 feet.

## **28. MILLER McDOWELL Segment Requirements**

These Segment Requirements are part of the Dark Fiber License Agreement No. 2007-159-COS.

1. Existing Items. The portions of the Project that already exist within this Segment as of the date of this Agreement (which are and shall remain part of the City Plant) are:

- 1.1 Conduit on McDowell Road from Miller Road to Hayden Road
- 1.2 ADOT #9 Pull boxes at various locations along McDowell Road, including but not limited to the pull box at the intersection of Miller Rod and McDowell Road.
- 1.3 All Appurtenances to such items.

2. Construction by Licensee. The portions of the Project within this Segment (all of which Licensee must construct at Licensee's expense) are:

- 2.1 One (1) conduit from the intersection of Drinkwater Blvd and Osborn Road, proceeding east to Miller Road, then South on Miller Road to McKinley Street.
- 2.2 One (1) fiber-optic cable from the intersection of Drinkwater Blvd and Osborn Road, proceeding east to Miller Road, then South on Miller Road to McKinley Street.
- 2.3 One (1) conduit starting at the intersection of Hayden Road and McDowell Road, proceeding east to a location at 86<sup>th</sup> Street and McDowell Road.
- 2.4 One (1) fiber-optic cable starting at the intersection of Miller Road and McDowell Road, proceeding east to a location at 86<sup>th</sup> Street and McDowell Road.
- 2.5 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
  - 1) Scottsdale Stadium Entry Gate – Near parking lot on south side
  - 2) Southwest corner of Miller Road and Osborn Road
  - 3) Northeast corner of Miller Road and Thomas Road
  - 4) Southeast corner of Miller Road and Oak Street
  - 5) City Fire Station at 1901 N. Miller Road
  - 6) Northwest corner of Miller Road and Roosevelt Street
  - 7) Northeast corner of 81<sup>st</sup> Street and McDowell Road
  - 8) Southeast corner of Granite Reef Road & McDowell Road
- 2.6 Terminate twelve (12) strands of fiber at the following traffic signal control cabinet locations identified by the Licenser. The twelve (12) strands will be terminated in the designated cabinet using a Poli-MOD module (#FM000742) or similar unit approved by the Licenser. All terminations shall be part of City Plant.
  - 1) Southwest corner of Miller Road and Osborn Road
  - 2) Southeast corner of Miller Road and Oak Street

- 3) Northwest corner of Miller Road and Roosevelt Street
  - 4) Northeast corner of 81<sup>st</sup> Street and McDowell Road
  - 5) Southeast corner of Granite Reef Road & McDowell Road
- 2.7 A splice enclosure with a 100 foot slack-loop in each of the ADOT #9 pull boxes containing fiber strands for Licensor's use.
- 2.8 In locations where fiber cables from two New Segments intersect, Licensee shall splice the fiber from the two New Segments into the corresponding 36 strands for Licensor's use.
- 2.9 All Appurtenances to such items.
- 2.10 All other work and construction necessary to complete the portion of the Project lying within this Segment.
3. Construction by Licensor. The portions of the Project within this Segment (all of which Licensor must design and construct at Licensor's expense) are:
- 3.1 None.
4. Other Requirements. The following additional requirements apply to the portion of the Project lying within this Segment:
- 4.1 The Licensee maintenance provisions of paragraph 8.2 apply to this Segment.
5. Private Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the Private Plant:
- 5.1 One (1) conduit from the intersection of Drinkwater Blvd and Osborn Road, proceeding east to Miller Road, then South on Miller Road to McKinley Street.
- 5.2 One (1) fiber-optic cable from the intersection of Drinkwater Blvd and Osborn Road, proceeding east to Miller Road, then South on Miller Road to McKinley Street.
- 5.3 One (1) conduit starting at the intersection of Hayden Road and McDowell Road, proceeding east to a location at 86<sup>th</sup> Street and McDowell Road.
- 5.4 One (1) fiber-optic cable starting at the intersection of Miller Road and McDowell Road, proceeding east to a location at 86<sup>th</sup> Street and McDowell Road.
6. City Plant. The following portions of the Project within this Segment (along with their respective Appurtenances) shall be part of the City Plant:
- 6.1 An Arizona Department of Transportation (ADOT) #9 pull box for City at the following locations:
- 1) Scottsdale Stadium Entry Gate – Near parking lot on south side
  - 2) Southwest corner of Miller Road and Osborn Road

- 3) Northeast corner of Miller Road and Thomas Road
  - 4) Southeast corner of Miller Road and Oak Street
  - 5) City Fire Station at 1901 N. Miller Road
  - 6) Northwest corner of Miller Road and Roosevelt Street
  - 7) Northeast corner of 81<sup>st</sup> Street and McDowell Road
  - 8) Southeast corner of Granite Reef Road & McDowell Road
- 6.2 Conduit on McDowell Road from Miller Road to Hayden Road
- 6.3 ADOT #9 Pull boxes at various locations along McDowell Road, including but not limited to the pull box at the intersection of Miller Rod and McDowell Road.
- 6.4 All Appurtenances to such items.
- 6.5 The remainder of the Project within this Segment.
7. Additional Provisions. The following additional requirements apply to this Segment:
- 7.1 Licensor shall have sole and exclusive use of the following portions of the Project within this Segment:
- 7.1.1 Thirty-six (36) strands of single-mode, fiber-optic cable from the pull box at Scottsdale Stadium, then east to the intersection of Miller Road and Osborn Road, proceeding south to McKinley Street Road.
- 7.1.2 Thirty-six (36) strands of single-mode, fiber-optic cable from the intersection of Miller Road and McDowell Road, proceeding east to a location at 86<sup>th</sup> Street and McDowell Road.
8. Construction Schedule. The Default design and construction schedule applies to this Segment.
9. Expense. Licensee shall comply with all financial and other responsibilities with respect to designing, constructing, operating, maintaining and repairing the portions of the Project within this Segment as set out in the general provisions of this Agreement. Licensor's responsibilities and obligations set out in these Segment Requirements are in addition to those set out in the general provisions of this Agreement. Licensor has no such responsibilities with respect to this Segment except any that may be specifically set out in the general provisions of this Agreement. Without limitation, Licensor is not obligated to pay for the City Plant that this Agreement requires Licensee to design and construct in this Segment. Work required for this Segment is not Upgrades.
10. Third Party Approval. No additional third party approval is required.
11. Additional Use Fee. None.